AGREEMENT NO. 71 - 629

(Family Nurse Practitioner Agreement)

THIS AGREEMENT dated this 15th day of November, 1971, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as REGENTS.

W I T N E S S E T H:

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RECITALS:

1. REGENTS, through its School of Medicine, University of California, Davis, hereinafter referred to as SCHOOL, are training Public Health Nurses to become Family Nurse Practitioners, which program requires adequate clinical facilities for teaching the nurses in the skills of physical diagnosis and treatment, and wish to utilize the Yolo General Hospital for this purpose.
2. The parties desire to reduce to writing the terms and conditions whereby the COUNTY contributes to the program by making the Yolo General Hospital inpatient and outpatient clinical facilities and consenting patients available for supervised teaching, at no cost to the COUNTY.

AGREEMENTS:

1. Under the terms and conditions of this agreement, COUNTY agrees to make the following available to SCHOOL for the conduct of twice-a-week, progressing to five-days-a-week, morning clinical teaching courses as part of the Family Nurse Practitioner program:
   A. Use of otherwise unoccupied rooms for group discussions or patient physical examinations.
   B. Use of consenting inpatients and outpatients for training the nurses in history-taking and physical diagnosis

under the supervision of a licensed practicing physician.

C. Use of consenting outpatients for training the nurses in therapeutic care of common, chronic, or minor diseases under the supervision of a licensed practicing physician.

D. Use of the specialized departments and clinics of the hospital for observation, with consent of the appropriate supervisor.

E. Use of laboratory, pharmacy, physiotherapy, x-ray, etc. for diagnostic or therapeutic functions for the care of the patients in the same manner as a staff physician under the supervision of a licensed practicing physician.

2. Under the terms and conditions of this agreement, REGENTS agree as follows:

Micro Fiched

A. To conduct two- to five-day-a-week morning courses in physical diagnosis and medical treatment for Family Nurse Practitioner students under the supervision of a licensed practicing physician.

B. To provide a licensed physician who is a member of the Yolo General Hospital Medical staff to teach and supervise the Family Nurse Practitioners.

C. To integrate all medical information from the patients seen and/or treated with their hospital records.

D. To talk with, examine, or treat only those patients informed of the nature of the program who agree to participation therein under the supervision of a licensed practicing physician.

E. To provide malpractice insurance for the students and supervising physician.

F. To avoid interference with the Yolo General Hospital administrator, physicians, nurses, and other employees in their operation of the hospital.

G. To provide the students with all instruments for the

physical examination of patients.

H. To reimburse COUNTY at cost upon invoice of the hospital administrator for any hospital supplies used solely for teaching purposes.

3. The terms of this agreement shall commence on _____, 1971, and shall continue until terminated by either party on thirty (30) days' written notice to the other addressed as follows:

REGENTS:
Dean
School of Medicine
University of California
Davis, California 95616

COUNTY:
Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

4. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by REGENTS under or in connection with the operation of the Family Nurse Practitioner program. It is also understood and agreed that pursuant to Government Code 895.4 REGENTS shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by REGENTS under or in connection with the operation of the Family Nurse Practitioner program.

IN WITNESS WHEREOF, each party has executed this agreement by its officers thereunto duly authorized on the day

and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS.

REGENTS OF THE UNIVERSITY OF CALIFORNIA.

By _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

Micro Fiched

(SEAL)

FILED
DEC - 6 1971
LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 71-630

(Agreement for Child Welfare Services)

THIS AGREEMENT is entered into this 22nd day of November, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CHILDREN'S HOME SOCIETY OF CALIFORNIA, a nonprofit corporation organized and licensed as a child-placing agency and relinquishment adoption agency under the laws of the State of California, Welfare and Institutions Code, Section 16000, hereinafter referred to as CHS.

WHEREAS, COUNTY is required to provide the out-of-home services described in Chapter 30-300 of the regulations of the State Department of Social Welfare, and authorized under Chapters 10-034 and 10-053 of said regulations to provide such services by contract with private, nonprofit agencies;

Micro Fiched

NOW, THEREFORE, IT IS MUTUALLY AGREED:

A. COUNTY hereby retains CHS to perform certain child welfare services as hereinafter set forth for two years commencing December 1, 1971, and ending November 30, 1973; and CHS agrees to perform said services for COUNTY in accordance with Section 30-311 of the regulations of the State Department of Social Welfare:

1. CHS will assign a professionally trained social worker to confer with County staff and to provide direct case-work services.
2. COUNTY will review the case records of all children in foster care and will identify those who face long-term foster care because of the inability or unwillingness of parents to provide suitable homes for them.
3. CHS will confer with COUNTY and will review case records of those children who have been so identified and will

jointly determine, subject to final approval by COUNTY, whether a permanent foster care arrangement or adoption is the best plan to meet the individual needs of the child.

4. CHS will also be available to COUNTY to confer, and to provide direct service where indicated, on those situations where present information is not conclusive to determine whether consideration should be given to returning the child to his parents, or whether permanent separation from his parents would be in the child's best interest.

Micro Fiched

5. For those situations where permanent separation from his parents is determined to be in the child's best interest, and where CHS and COUNTY have jointly agreed that the child's best interest can be served through adoption, CHS will assume the following responsibilities:

   a. Will contact the parents, if available, or will make every attempt to locate missing parents to help them recognize the importance of a permanent, stable home for their child, and to determine their interest and willingness in relinquishing the child for adoption; and

   b. After it has been determined that the child can use adoption, and that a suitable adoptive home is available or can be located, CHS will accept a voluntary relinquishment, or will request COUNTY, through its County Counsel, to bring court action to terminate parental rights under California Civil Code, Section 232, in those situations where parents cannot be located, or where parents are unwilling to relinquish the child and the family situation is such that it would be detrimental to the child to be returned to

his parents, and concurrently ask the court to grant to CHS the right to place the child for adoption; ~~or~~ and

c. Will take case work responsibility for working (1) with the children for whom adoption is planned, in order to prepare them for adoption, and (2) with their natural and foster parents; and

d. Will use its best efforts and resources to provide the child with an adoptive home when child is free for adoption; and

e. Will assume continuing legal responsibility for the child until he reaches his majority if his adoptive placement should fail and/or he is found to be unadoptable.

Micro Fiched

6. Once the child is placed for adoption, COUNTY is released from any further financial responsibility except for those children who:

a. qualify for benefits under the Crippled Children's Service program, or under the Aid to Adoption law; or

b. are returned or removed from adoptive placement and are placed in foster care.

B. COUNTY and CHS agree on funding, payment, and billing procedures, as follows:

1. The total amount of this contract will be limited to $24,618 per year.

2. CHS agrees to bill COUNTY monthly in arrears at the rate of $1,976.50 per month on a twelve-month basis, the monthly rate determined as follows:

Total budgeted cost, exclusive of travel =

$23,718 ÷ 12 = $1,976.50

In addition, CHS will include in the monthly billing, the actual travel expenses incurred by CHS staff in the

performance of responsibilities, as set forth in this contract. Aggregate travel expenses billed by CHS during the term of this contract will be limited to $900 per year.

3. Upon receipt of the CHS invoice, COUNTY agrees to pay to CHS the amount billed; however, aggregate county payments to CHS will not exceed $24,618 per year. Should COUNTY make overpayment to CHS, CHS agrees to return to COUNTY any overpayment.

4. COUNTY, through its County Counsel, agrees to assume responsibility for terminating parental rights through court action for those children for whom such action is necessary.

Micro Fiched

5. Allowable costs will be in accordance with Section B of this contract and the provisions of the U. S. Department of Health, Education, and Welfare's "A Guide for Local Government Agencies - Establishing Cost Allocation Plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government."

6. It being understood that COUNTY'S funding source herein is a federal and County appropriation, and it being further understood that CHS is responsible for administering the services as described herein, CHS agrees to accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate federal, state, or COUNTY audit agencies, directly related to the provisions of this contract. CHS also agrees to accept responsibility for the acquisition of funds necessary to pay liabilities which may result from said audit exceptions.

7. COUNTY reserves the right to monitor the terms of this contract in order to verify that the scope and quality of the services purchased from CHS meet existing federal and

state standards. Furthermore, COUNTY, in cooperation with the State Department of Social Welfare, may conduct program audits, utilizing statistical sampling techniques and such other auditing procedures as they consider necessary in the circumstances to assure that all applicable federal, state, and County requirements are met.

8. In order to determine the reasonableness of the cost information reported by CHS during the contract period, CHS agrees to furnish COUNTY with a copy of its annual certified audit by a certified public accountant.

Micro Fiche

9. COUNTY will approve all medical, dental, psychiatric and psychological services which may be required in preparing a child for adoption, and which are not covered by Medi-Cal. The cost of such services will be absorbed by COUNTY.

10. COUNTY will continue payments to boarding parents on behalf of a child accepted for adoption planning, either: (a) in his present boarding home, or (b) in a CHS boarding home, depending upon case analysis as to the best planning for the child, until actual placement of the child for adoption.

11. It is understood that service fees charged by CHS to adoptive applicants are not applicable to the child welfare services purchased through this contract.

C. COUNTY agrees to provide CHS with interviewing space as needed.

D. CHS certifies:

1. That it provides services to children and families of all races, creeds, and national origins; and

2. That it is licensed as a child-placing agency by the State Department of Social Welfare and is accredited by the Child Welfare League of America.

E. It is understood that CHS employees providing services under

this contract are covered by and subject to the rules, regulations, policies and practices of CHS as set forth in its Bylaws and its operational manuals.

F. CHS will submit to COUNTY and to the State Department of Social Welfare an annual written assessment of the effectiveness of this cooperative effort. Such evaluation will be accomplished through quarterly discussions with COUNTY and State Department of Social Welfare staff, and will include, but will not be limited to, the following data:

1. The number of children whose situations were referred to CHS for review.
2. The number of conferences between CHS and County staff.
3. The number of interviews with natural parents.
4. The number of interviews with boarding parents.
5. The number of interviews with children.
6. The number of interviews with collateral contacts.
7. The number of children returned to their parents or relatives.
8. The number of children to remain in boarding homes as permanent plan.
9. The number of children referred, but not accepted for adoption planning, and the reasons not accepted.
10. The number of children accepted for study for adoptive planning.
11. The number of children for whom relinquishments were taken.
12. The number of children in whose behalf legal action was taken to free them for adoption.
13. The number of children placed in adoptive homes - by race, ethnic background, age, and the physical or emotional problems which constituted a factor in placement.
14. The number of children placed for adoption with foster

Micro Fiched

parents.

15. The number of children receiving Aid to Adopted Children.

16. The number of children receiving Crippled Children's Services.

17. The number of children placed through Adoption Resource Referral Center (ARRC) or Adoption Resource Exchange of North America (ARENA).

Micro Fiched

18. The number of children placed for adoption who were removed or returned to CHS from adoptive placement.

19. Any changes needed, or recommendations concerning program goals and objectives, so as to maintain and improve the quality of the services provided.

G. This contract is based on the provision of services by CHS, including conferences, consultation, direct casework and adoption planning, in regard to the following:

1. Children presently in boarding care of COUNTY, numbering approximately 130; and

2. Children who may be admitted to boarding care of COUNTY during the term of this contract, estimated as averaging approximately 15 per month.

H. COUNTY and CHS agree that if at any time during the term of this contract there is mutual agreement to amend its provisions, the contract may be amended accordingly.

I. COUNTY or CHS shall have the right to terminate this contract upon ninety (90) days' written notice to the other party.

CHILDREN'S HOME SOCIETY OF CALIFORNIA

BY _____
Executive Director

Date 11-26-71

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Date 22 Nov. 1971.

AGREEMENT NO. 71-631

CONTRACT FOR THE PROVISION OF CARE AND SERVICES TO THE MENTALLY DISORDERED

This contract entered into on November 29, 1971 at Woodland, California, by and between the County of YOLO and the State of California through its Department of Social Welfare, is made pursuant to Welfare and Institutions Code Section 7354 and 10053.5 and the letter of intent advising County Mental Health Directors of new legislation (Assembly Bill 1640) effective January 1, 1971, is made for the purpose of utilizing the customary services to the mentally ill in your county as is being provided to the mentally ill through the Community Services Division of the State Department of Social Welfare for the period of January 1, 1971, through June 30, 1971.

It is mutually agreed as follows:

Micro Fiched

1. The Department of Social Welfare through its Community Services Division shall provide the services to the mentally ill for Yolo County, which are described in the new legislation.
2. In consideration of these services, the County agrees to pay to the Department of Social Welfare the County share of the costs of these services for a maximum amount of $ 712.00 which is based on the provisional rates first computed for these services, and is an estimate that is to be adjusted to the actual costs of these services provided during the period of this agreement which is January 1, 1971, through June 30, 1971. The adjustment to the provisional rate used as the basis for this agreement will be completed based on costs including accruals determined at the close of the quarter following the current fiscal year, a further final adjustment revision from the provisional rates to actual costs will be completed within a two-year period prior to the reversion of the appropriation to the General Fund. This final adjustment will be for any differences resulting from over or under accruals.

County Mental Health Director

Dated: 9-7-71

Chairman Board of Supervisors

Dated: NOV 29 1971

Chief Deputy Director
State Department of Social Welfare

Dated:

XEROX COPY

AGREEMENT NO. 71-632

CONTRACT FOR THE PROVISION OF CARE AND SERVICES

TO THE MENTALLY DISORDERED

This contract, entered into on November 29, 1971 at Woodland, California, by and between the County of Yolo, hereinafter called the County, and the State of California through its Department of Social Welfare, hereinafter called the Department, is made pursuant to Welfare and Institutions Code Section 7354 and 10053.5 for the purpose of utilizing certain funds made available by the Legislature of the State of California for the provision of protective social services and care in private homes or facilities to mentally disordered persons, to establish a uniform ratio of County and State responsibility for financing these mental health services and to provide a means of allocating State mental health funds according to County needs in accordance with the Short-Doyle Act, Welfare and Institutions Code Section 5600-5767.

It is mutually agreed between the parties as follows:

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I

This contract and all the provisions contained herein shall remain in force and effect unless either party elects within the first six (6) months of any fiscal year to rescind the contract. A rescission resulting from an election exercised pursuant to this Article shall not be effective until the first of the fiscal year next following the fiscal year in which such election was made.

Fiscal year means the period from July 1 of one calendar year to June 30 of the next calendar year. The term of this contract commences on July 1st, 1971.

The provisions of this article shall not be effective for changes in provisions of the contract which become necessary by reason of legislative appropriations or changes in state or federal law.

XEROX COPY

The original signed but copy of this has not been returned by the State

II

"Protective Social Services" to the mentally disordered means such services as provided for in Welfare and Institutions Code Section 10053.5 (Stats. 1970 Ch. 1651) and shall include, but are not limited by, the following:

PROTECTIVE SERVICES FOR ADULTS

Description - Protective services are provided to individuals who because of serious mental or physical impairments are unable to carry out activities of daily living, manage their own resources or protect themselves from neglect or hazardous situations without assistance from others.

Micro Fiched

Protective services include preventative social services to avoid the necessity of hospitalization, crisis intervention, counseling, arranging for volunteers, homemakers, medical and psychiatric diagnosis and treatment, money management, housing, employment, guardianship, planning and cooperating with the courts.

Objectives - To remove or prevent dangerous conditions and avoid the necessity for hospitalization.

PROTECTIVE SERVICES FOR CHILDREN

Description - Protective services are provided to children who are exposed to dangerous situations such as physical abuse, emotional deprivation, immoral or degrading conditions or subject to poor physical care, supervision and medical care. Protective services means social casework and other services on behalf of children subject to critical situations and preventative social services to avoid the necessity of hospitalization.

Objectives - To preserve the child's own home whenever possible and thereby reduce the need for action by law enforcement agencies.

III

Care and services provided for under Article XVI (b), (c) and (d) below shall include, but are not limited by, the following:

OUT-OF-HOME SERVICES - ADULTS

Description - Out-of-home services means placement in foster, group, or institutional care appropriate to the needs of each individual, assurance the the person receives proper care in such placement, and ongoing evaluation of the appropriateness and need for the placement.

Micro Fiched

Objectives - To secure proper care and treatment of aged and disabled adults. To prevent hospitalization through facilitating the release of persons in public institutions, to reduce and prevent the need for rehospitalization.

OUT-OF-HOME SERVICES - CHILDREN

Description - Out-of-home care services means the provision of foster family and institutional care for children who cannot remain in their own homes because of the death of parents, inability of the parents to provide suitable living conditions or personal problems of the child which families cannot handle.

Objectives - To provide the child with basic shelter, food, and care. To provide care and special services to help children overcome existing impairments.

IV

The Department shall bill the County for full costs in accordance with Paragraphs XV, including state, county, and federal share. Payment

from the County shall not be required prior to the County's reimbursement from the State Department of Mental Hygiene provided such payment is not delayed because of the County's failure to submit claims to the State Department of Mental Hygiene with reasonable promptness.

V

Services for which provision is made in the County Short-Doyle plan which are not provided by the Department pursuant to the terms of this contract shall be provided by the County in accordance with the County Short-Doyle plan.

VI

Micro Fiched

Care and services pursuant to the terms of this contract shall be provided to any mentally disordered person who is a California Resident regardless of his status as a public assistance recipient, a former or potential public assistance recipient or a nonpublic assistance recipient. A California resident is one who is physically present in California for purposes not temporary in nature.

VII

Care and services pursuant to this contract shall not be denied to any person on the basis that such person is not a resident of the county.

VIII

In carrying out the terms of this contract, priority shall be given to chronically mentally disordered persons who are severely dislocated from the family, vocational and community supports.

IX

Notwithstanding Article XVI of this contract, the County mental health director shall authorize the provision of such care and services by the

County Welfare Department to mentally disordered persons who are public assistance recipients or who are considered by the County Welfare Department to be former or potential public assistance recipients which are required by the State Plan of the Department to maintain statewide uniformity in the provision of such care and services so as to assure the financial participation of the United States Department of Health, Education and Welfare in the cost of providing such care and services.

X

Micro Fiched

The County shall include in the Short-Doyle plan for the County provisions for the care and services specified in Articles IX and XVI.

XI

Payments shall be made by the County pursuant to the terms of this contract on a monthly basis and shall be based on cost figures established in accordance with a system of generally accepted accounting practices.

XII

The Department may offset any amount due to the Department from the County pursuant to the terms of this contract against any amount owing the County by the Department pursuant to any other program.

XIII

The total expenditure made by the Department pursuant to the terms of this contract will be limited to a maximum of $13,634 in state and county funds. The expected federal financial matching not included in the limitation shall be as set forth in "Exhibit A" attached hereto.

XIV

Except for monitoring services, to insure federal participation, no services shall be provided by the Department pursuant to this contract unless requested by the County mental health director. County responsibility for requesting such services and its obligation to pay for services rendered shall be as follows:

(a) For those services specified in Article XVI (b) and (f) rendered by the Department to persons physically present within the county;

Micro Fiched

(b) For those services specified in Article XVI (a), (c), (d) and (e) rendered by the Department to persons admitted to a mental hospital from the County regardless of where such hospital is situated except that for post hospital services, including placement, for such persons who are placed outside the County the payment obligation shall be for a period not to exceed three (3) years from the date such persons are released or discharged from the mental hospital;

(c) For those services rendered by the Department to persons physically present within the County for which payments had been made by another County in accordance with (b) above but for which the three (3) year limitation on the payment obligation has expired.

XV

The County shall pay the Department for the total amount of money expended by the Department pursuant to the terms of this contract, including the portion of the cost as is provided by the federal government, for care and services as set forth in Article XVII below, subject to the provisions set forth in

Articles XIV and IV above. The monthly provisional rate and the basis for estimating the nonfederal portion of that rate are described below.

(a) For each case for which services described in Article XVI (a), (b), (e) and (f) are requested by the County during any monthly period, at the rate identified to include:

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	Federally Eligible	Number of Cases	Federally Ineligible	Number of Cases	Total Non-Federal Cost
Service costs-Direct	$ 628	59			
Service costs-Indirect					
Placement Costs			$ 168	1	
Clothing and Incidental costs			20	1	$ 816

(b) Although care and services described in Article XVI (c) and (d) have been authorized, no funds are available for this purpose and such costs are not included in the provisional rate or limitation.

(c) The provisional rate including federal share is $ 2,700 payable monthly.

Rates expressed in this article are provisional rates, subject to adjustment at the close of each calendar quarter. An adjustment of the provisional rates to actual costs will be completed, based on costs including accruals determined at the close of the quarter following the current fiscal year. Any differences between provisional rates and actual costs will be billed to the County for the current year. A final adjustment revision of provisional rates to actual

costs will be completed within a two-year period prior to the reversion of the appropriation to the General Fund. This final adjustment will be for any differences resulting from over or under accruals.

Notwithstanding Article I, changes in county caseload which affect expenditures of the Department shall be incorporated into the contract with the agreement of the parties prior to the end of the current fiscal year, to be effective for the next following fiscal year.

Nothing within the terms of this contract may be construed to mean that the Department shall exceed its budgetary authorization to expend for all claims from the Department of Mental Hygiene.

Actual cost based upon the latest available data shall determine the provisional rates for subsequent fiscal years.

Micro Fiched

XVI

The Department shall provide protective social service and care in private homes or facilities for mentally disordered persons who are residents of California as follows:

(a) Protective social services for the care of mentally disordered patients released from mental hospitals or to facilitate the release of mentally disordered patients in mental hospitals for whom such hospital care is no longer the appropriate treatment;

(b) Protective social services to prevent the unnecessary admission of mentally disordered persons to mental hospitals;

(c) Payment for services for mentally disordered patients in private institutions who have been released or discharged from mental

hospitals within the limitation of funds appropriated to the Department for that purpose;

(d) Payment for care provided by a licensed hospital or other suitable licensed facility to any mentally disordered patient who is released or discharged from a mental hospital within the limitation of funds available to the Department for that purpose;

Micro Fiche

(e) Payment for the cost of providing for care in a private home, certified by the Department, to the extent funds are appropriated and available, for mentally disordered patients released from mental hospitals or to facilitate the release of mentally disordered patients in mental hospitals for whom such hospital care is no longer the appropriate treatment.

(f) Payment for the cost of providing for care in a private home certified by the Department, to the extent funds are appropriated and available, to prevent the unnecessary admission of mentally disordered persons to mental hospitals.

XVII

The Department in addition to and in connection with the provision of requested care and services set forth in Article XVI above will provide the County Mental Health Department with the following information and perform the following actions:

(a) Participation in a system for acknowledgment of received referrals and acceptance of new cases:

(b) A written case plan for each case opened for service and quarterly reports of case service activity:

(c) Special reports on request of the County on any case or group of cases with which the County Mental Health Department has special information needs;

Micro Fiched

(d) Information by telephone or in writing within twenty-four hours of any special incident occurring in connection with any patient accepted for service, identifying and describing the patient and the incident and reporting on other principals involved and action taken;

(e) Advance notice of the intent to deny or to discontinue service to any patient, the date and the reasons for the proposed discontinuance or denial and, if requested, consultation with the County Mental Health Director or his designee regarding the decision.

(f) Provision of continuity of care and protective social services through utilization of the Department's statewide network of offices for patients moving from one county to another.

XVIII

The County through its mental health department will provide the Department with the following information and services in support of the care and services requested as set forth in Article XVI above:

(a) Upon referral, sufficient social and clinical information as needed by the Department to make possible necessary judgements and decisions:

(b) Prompt communication of any additional information received on the referred case which may have pertinence to the service requested;

(c) Medical and psychiatric consultation services to staff of the Department;

(d) Provision of emergency medical and psychiatric services.

Micro Fiched

(e) Regular review of the medical and psychiatric status and needs of referred cases, including medical and psychiatric examination;

(f) Prescription and provision, where no other source is available, of required medication; and

(g) Prompt evaluation of any patient who appears to need inpatient care.

XIX

Special reports decribed in XVII (c) will not include data required of the County by the Department of Mental Hygiene unless provision for said data is required by contracts between the State Department of Social Welfare and the State Department of Mental Hygiene.

XX

It is understood that because limitations are based upon past experience, state funds available to the county include funds available for residents of other counties residing in the county.

The parties hereto have cause their duly authorized representatives to execute this contract on the date first written above.

County Mental Health Director

Dated: 11-24-71

Chairman, Board of Supervisors

Dated: NOV 29 1971

Chief Deputy Director
State Department of Social Welfare

Dated:

Micro Fiched

Approved as to Form

Dated:

County Counsel
of Yolo County

EXHIBIT A

Yolo
County

Maximum Limit: $ 13,634 (Budget Appropriation State & County Share)

$ 34,065 Expected Federal Matching

	Federal Sharing			No Federal Sharing	
	No. Cases	State & County	Federal	No. Cases	State & County
Service Cost: Direct	59	$ 628	$1,884		
Placement Cost:					
Family Care				1	$ 168
Clothing & Incidental				1	20

Micro Fiched

Monthly Provisional Rate $ 2,700

FILED

NOV 29 1971

LAURENCE P. HENIGAN, Clerk

By PETER P. LUCAS Deputy

AGREEMENT NO. 71-633

A G R E E M E N T

THIS AGREEMENT, entered into this first day of October, 1971, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and the COUNTY OF YOLO, a political subdivision, which operates a Mental Health Family Drugs Counseling Project, a _____ (non-profit organization), hereinafter called "Organization",

Micro Fiched

W I T N E S S E T H :

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest

and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

Micro Fiched

3. Organization agrees to

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating in the program, at least monthly;

c. Allow no student to work for more than an average of fifteen (15) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least forty percent (40%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

5. The services and benefits of Organization which involve the work

of such students shall be available to all persons regardless of race, color or national origin. No student shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

Micro Fiched

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

9. This agreement shall terminate on the 30th day of June, 1972, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Approved as to Form
Dated: ----------
County Counsel
of Yolo County

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Allen G. Marr

Allen G. Marr, Dean
Research Development

COUNTY OF YOLO, a political subdivision, which operates a
Mental Health Family Drugs Counseling Project

By Doug Bosquez Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

EXHIBIT A

Yolo County Mental Health Family Drug Counseling Project

213 West Beamer Street
Woodland, California 95695

Director: Rev. Philip Walker

Job Description: Student Aide

Micro Fiched

The focus of this project is aimed at trying to work with adolescents who have drug or family problems. These problems are being dealt with by groups, family counseling and individual psychotherapy. The role of the student aide would be to work as a liaison between the adolescents, families, the school and probation. Some of the responsibilities include sitting in on groups, making home and school visits, and acting as an accessible role model for these troubled youths. The student aide will be supervised in family counseling techniques, evaluative procedures, and in the utilization of community resources. He will be expected to learn about the problems and resources in the community in which he is working.

Student Pay Rate: $3.00 per hour

FILED

DEC - 7 1971

LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 71-634

STREET IMPROVEMENT AGREEMENT
(Portion of Sellers Way)

THIS AGREEMENT is made and entered into this 29th day of November, 1971, by and between Victor E. Montgomery, hereinafter referred to as "Subdivider", and the COUNTY OF YOLO, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to develop that area East of Sellers Way in West Sacramento, California.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Micro Fiched

1. That the Subdivider will develop and construct in said Sellers Way public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities, domestic water supply and distribution system in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will present plans and specifications for the development thereof for approval by the Director of Public Works of the County.

3. That the subdivider dedicate by easement deed a sixty-foot right of way for highway purposes on the alignment described, in the Yolo County Planning Commission Resolution No.5-4-71-10-E-2 to the County.

4. That Subdivider reserves the right ot modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That Subdivider shall, upon execution of this agreement, pay to the County the cost of inspection of the improvements herein provided as such inspection is required by the County.

6. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Sellers Way.

XEROX COPY

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property arising in the course of construction of improvements required herein in the sum of $100,000.00 in respect to personal injuries and/or death of any one person, $200,000.00 in respect to personal injuries and/or death for any one occurrence and $10,000.00 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

Micro Fiched

9. That the Completion of the development of said Sellers Way shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612 of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

The procurement and delivery of said "Improvement Security" shall be a condition precedent to the approval of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

Micro Fiched

16. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first abovenamed herein.

COUNTY OF YOLO

ATTEST:
LAURENCE P. HENIGAN,
County Clerk

Deputy.

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

BY _____

BY _____

Recommended for approval to the Board of Supervisors of the County of Yolo:

Director of Public Works

Approved as to form _____
County Counsel

FILED

DEC - 7 1971

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 71-635

STREET IMPROVEMENT AGREEMENT
(Portion of Sellers Way)

THIS AGREEMENT is made and entered into this 29th day of November, 1971, by and between Kenneth P. Byrd, hereinafter referred to as "Subdivider", and the COUNTY OF YOLO, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to develop that area East of Sellers Way in West Sacramento California.

Micro Fiched

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Sellers Way public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities, domestic water supply and distribution system in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will present plans and specifications for the development thereof for approval by the Director of Public Works of the County.

3. That the subdivider dedicate by easement deed a sixty-foot right of way for highway purposes on the alignment described, in the Yolo County Planning Commission Resolution No. 5-4-71-10-E-2 to the County.

4. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

5. That Subdivider shall, upon execution of this agreement, pay to the County the cost of inspection of the improvements herein provided as such inspection is required by the County.

6. That Subdivider shall indemnify and hold harmless the "County from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Anna Street.

XEROX COPY

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000.00 in respect to personal injuries and/or death of any one person, $200,000.00 in respect to personal injuries and/or death for any one occurrence and $10,000.00 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

Micro Fiched

9. That the Completion of the development of said Sellers Way shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final untilthe written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612 of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

The procurement and delivery of said "Improvement Security" shall be a condition precedent to the approval of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first aboyenamed herein.

COUNTY OF YOLO

Micro Fiched

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK

_____
Deputy

BY X _____

BY X _____

Recommended for approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

Approved as to form _____
County Counsel

BK

FILED
DEC 13 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71-636

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Yolo County Office of Education, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations. Micro Fiched

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

YOLO COUNTY OFFICE OF EDUCATION, Subgrantee

By _____

Attachment: Exhibit A: Paragraph 4

Approved as to Form
Date 12-13-71
County Counsel of Yolo County

Exhibit A

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiched

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED
DEC 15 71
LAURENCE P. HE GAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 71-637

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Woodland Joint Unified School District, a political subdivision, hereinafter referred to as Subgrantee.

Micro Fiched

WITNESSETH

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

Micro Fiched

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

Micro Fiched

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

WOODLAND JOINT UNIFIED SCHOOL DISTRICT, Subgrantee

By _____

Attachment: Exhibit A: Paragraph 4

Approved as to form
Date 12-13-71
County Counsel of Yolo County

Exhibit A

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiche

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among those requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED
DEC 13 1971
LAURENCE P. HERGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71-638

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Winters Joint Unified School District, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

Micro Fiched

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

5. The Subgrantee shall maintain its records in the manner prescribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

Micro Fiched

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By Jerry Engard Jr

WINTERS JOINT UNIFIED SCHOOL DISTRICT, Subgrantee

By James V Bernardy

Attachment: Exhibit A: Paragraph 4

Approved as to Form
Dated 12-13-71
County Counsel of Yolo County

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiched

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 20% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED
DEC 13 1971
LAURENCE P. HEGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71-639

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Washington Joint Unified School District, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

Micro Fiched

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

WASHINGTON JOINT UNIFIED SCHOOL DISTRICT, Subgrantee

By _____

Marino Pierucci
Assistant Superintendent-Business

Attachment: Exhibit A: Paragraph 4

Approved as to form
Dated 12-8-71

County Counsel of Yolo County

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiched

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED

DEC 13 1971

LAURENCE P. HANGAN, Clerk

By Barbara Rodgers
Deputy

AGREEMENT NO. 71-640

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Esparto Joint Unified School District, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

Micro Fiched

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By Joseph Conjarco Jr.

ESPARTO JOINT UNIFIED SCHOOL DISTRICT, Subgrantee

By _____

Attachment: Exhibit A: Paragraph 4

Approved as to form
Dated 12-14-71
County Counsel of Yolo County

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiched

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED
DEC 13 1971
LAURENCE P. HERIGAN, Clerk
By Barbara L. Rodgers Deputy

AGREEMENT NO. 71-641

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and Davis Joint Unified School District, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiche

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

Micro Fiched

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

DAVIS JOINT UNIFIED SCHOOL DISTRICT, Subgrantee

By _____

Attachment: Exhibit A: Paragraph 4

Approved as to Form
Dated 12-13-71
County Counsel of Yolo County

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

Micro Fiched

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED

DEC 1 1971

LAURENCE P. HENIGAN, Clerk

By Barbara A Rodgers Deputy

AGREEMENT NO. 71-642

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and the City of Woodland, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

Micro Fiched

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

Micro Fiched

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

CITY OF WOODLAND, Subgrantee

By _____

Attachment: Exhibit A: Paragraph 4

Approved as to Form
Dated 12-13-71
County Counsel of Yolo County

Exhibit A

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

Micro Fiched

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, anti-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 20% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED

DEC 13 1971

LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 71-643

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and the City of Winters, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

Micro Fiched

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By Joseph Empiguard Jr

CITY OF WINTERS, Subgrantee

By X Robert Noel

Attachment: Exhibit A: Paragraph 4

Approved as to Form
Date 12-13-71
County Counsel of Yolo County

Exhibit A

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

Micro Fiched

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among those requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED
DEC 18 1971
LAURENCE P. HENIGAN, Clerk
By Barbara J. Rodgers
Deputy

AGREEMENT NO. 71-644

(Emergency Employment Act Subgrantee Agreement)

This agreement as and between the County of Yolo, a political subdivision, hereinafter referred to as Program Agent, and the City of Davis, a political subdivision, hereinafter referred to as Subgrantee.

WITNESSETH

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as a Program Agent under that Act.

2. The County of Yolo has accepted that designation and applied for funds under that Act.

3. Under that Act the Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.

4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.

5. Subgrantee is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS

1. Program Agent shall grant to Subgrantee whatever sums are needed by Subgrantee in accordance with approved applications from funds allocated to Program Agent by Department upon approval and receipt of said amount by the Program Agent pursuant to its application to the Department.

2. The Subgrantee shall use said funds only for the purposes and amounts set forth in the approved grant.

3. The Subgrantee shall comply with all requirements of the Act, the regulations thereunder, and the grant conditions.

4. The Subgrantee shall comply with such disbursement and accounting procedures as are established by the Auditor-Controller of Program Agent.

Micro Fiched

5. The Subgrantee shall maintain its records in the manner proscribed by the regulations and other instructions of the Department and said records will be available for audit by the Program Agent and the appropriate agencies of the United States Government.

6. The Subgrantee shall maintain and make available to the Program Agent such documents, records, and accounts as are required to assure a proper accounting for all project funds it receives and as are required to enable the Program Agent to make such reports as are required to be made by it to the Department.

7. The Program Agent shall have the right to monitor and modify the Subgrantee's program through procedures similar to those used by the Department as per paragraph four (4) of the grant conditions as attached as Exhibit A to this agreement.

8. This subgrant is subject to modification if the Department amends the grant of the Program Agent in such a way that it affects the subgrant.

9. The Subgrantee will provide a budget with all necessary backup information to reflect the total amount of the subgrant and provide adequate information for reports of the Program Agent.

10. The Program Agent retains the right to make adjustments in payments in the same manner as specified in Title 29, Section 55.25 of the Code of Federal Regulations and to terminate a

subgrant for cause in the same manner as specified in Title 29, Section 55.26 of the Code of Federal Regulations.

11. In the event that Subgrantee fails to comply with any or all of the above, the Subgrantee shall hold the Program Agent free and harmless from any and all liability caused by such noncompliance, and shall reimburse the Program Agent any funds paid out by the Program Agent due to such noncompliance of the Subgrantee.

Micro Fiched

12. This subgrant will not become effective and operative unless and until the grant agreement between the Program Agent and the Department has been executed, and shall terminate not later than the termination of that grant agreement.

Dated this 6th day of December, 1971

COUNTY OF YOLO, Program Agent

By _____

CITY OF DAVIS, SUBGRANTEE

By _____
VIRGUS A. ASMUNDSON, Mayor

Attachment: Exhibit A: Paragraph 4

ATTEST:

HOWARD L. REESE
City Clerk

Approved as to Form
Dated 12-13-71
County Counsel of Yolo County

EXHIBIT A

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

Micro-Fiched

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 20% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employees' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

AGREEMENT NO. 71-645

FILED
DEC - 6 1971
LAURENCE P. HENIGAN, Clerk
By ... Deputy

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 6th day of December, 1971, by and between VERA O. PARTAIN of 757 Sutter Street, San Francisco, California, hereinafter designated as PARTAIN and the County of Yolo, a political subdivision of the State of California, hereinafter designated as COUNTY,

Micro Fiched

WHEREAS, PARTAIN warrants that she is the owner of that certain building located at 702 Main Street, Woodland, California, and

WHEREAS, COUNTY desires to lease said building,

WITNESSETH:

1. PARTAIN does lease to COUNTY all of the above described premises.

2. The lease term shall commence on the 1st day of February, 1972, and terminate on the 31st day of January, 1973.

3. As rental for said premises, COUNTY shall pay PARTAIN the sum of $800.00 permonth, payable in advance by mailing to 757 Sutter Street, San Francisco, California, or any other address designated by PARTAIN.

4. COUNTY shall pay all utility bills for the lease term.

5. COUNTY shall maintain the interior of said premises in a proper state of repair including painting and PARTAIN agrees that COUNTY can remodel said premises as normal office use may require. PARTAIN further agrees to maintain the Air cooling system of leased premises in good working condition.

6. COUNTY may remove all fixtures including, but not limited to partitions, shelving and lighting fixtures that COUNTY may install, providing said premises are left in the same state of repair as they existed on February 1, 1972, reasonable wear and tear excepted.

7. COUNTY shall maintain the premises in good condition during the lease term without cost to PARTAIN, reasonable wear and tear excepted.

Micro Fiched

8. COUNTY shall remove all chattels from said premises prior to the termination of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Vera O. Partain

VERA O. PARTAIN
LESSOR

COUNTY OF YOLO, a political subdivision
of the State of California

By Douglas Livingston Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA.

Charles R. Mack

BK.

FILED
JAN 18 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

COUNTY AGRICULTURAL COMMISSIONER'S SALARY AGREEMENT

YOLO COUNTY
AGREEMENT NO. 71-646

No. 3241

Pursuant to Section 2222 of the Agricultural Code, the DIRECTOR OF AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as Director, and the COUNTY OF YOLO, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

Micro Fiched

(1) Director and County agree that it is their intent to provide for an increase of the salary of the County Agricultural Commissioner and to compensate County for services performed by the County Agricultural Commissioner for the Department of Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Agricultural Code.

(2) Director hereby agrees to pay to said County during the 1971-72 Fiscal Year a maximum sum of Three Thousand Three Hundred and no/100 Dollars ($3,300.00) calculated as follows:

Payment will be at the rate of $275.00 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reduction. Appointment of a qualified person to fill a vacancy shall not be at a lower monthly rate or range than the rate or range established for the Commissioner's position. Appointment to fill a vacancy may be for an interim or fixed period but shall be of a qualified person.

(3) County agrees that during the term of this agreement, the Agricultural Commissioner's base salary will not be reduced below the base salary established for that position for the month of January, 1959.

(4) County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced to an amount so as to allow the $3,300.00 payment to exceed two-thirds of the salary.

(5) Payment will be made at the end of said Fiscal Year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(6) The term of this agreement shall be from July 1, 1971 through June 30, 1972, subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 6th day of Dec., 1971.

JERRY W. FIELDER
DIRECTOR OF AGRICULTURE

General Fund Class 266
Budget Item 84

By _____
Fiscal Officer

BOARD OF SUPERVISORS
COUNTY OF YOLO

_____
Chairman

EXEMPTED FROM GOVERNMENT CODE SECTION 14780
PER DEPARTMENT OF GENERAL SERVICES
EXEMPTION NOTICE #9
DATED 11/1/71

Attest:
LAURENCE P. HENIGAN,
Clerk of Said Board

XEROX COPY

By Barbara Rodgers
Deputy

I hereby certify that provision has been made in the budget for payment of this contract.

Approved as to form

Dated 12-17-71

_____
County Counsel of Yolo County

12-040 (Rev. 11-71)

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

YOLO COUNTY
AGREEMENT NO. 71-647

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AMENDMENT

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

Micro Fiched

(1) Section 1-P of the Service Agreement is amended to read:
"P. 'Medicare Act' means Part 1 of the Federal Health Insurance for the Aged Act as in effect on January 1, 1972."

(2) The first sentence of Section 2-A(2) of the Service Agreement is amended to read as follows:
"To be eligible to enroll as a Family Dependent a person must be either (a) the spouse of the Subscriber, or (b) a dependent child of either the Subscriber or his spouse and either (i) unmarried and under the age of 19, or (ii) incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 19, and chiefly dependent upon the Subscriber or his spouse for support and maintenance; proof of incapacity and dependency must be furnished annually if required by Health Plan."

(3) The following subsection is added to Section 4 of the Service Agreement:
"C. Economic Stabilization Rules. No amount otherwise payable under this Agreement shall be payable to the extent that it is not payable by virtue of the Economic Stabilization Act of 1970, or any extension or amendment thereof, or any other law of similar or related purpose or import, or any rule, regulation, order or decision issued thereunder. Any such amount actually paid to Health Plan shall be refunded."

FILED
DEC 23 1971
LAURENCE P. HARRIGAN, Clerk
By BARBARA A. RODGERS
Deputy

Approved as to Form
Dated 12-23-71
County Counsel of Yolo County

Coverage and Periodic Payments: This table shows the coverages and periodic payments under this Agreement.
If the Subscriber has: –No family dependents, the periodic payment is the amount in Column A;
–One family dependent, the periodic payment is the sum of the amounts in Columns A and B;
–Two or more family dependents, the periodic payment is the sum of the amounts in Column A, B and C.

			A Subscriber	B First Dependent	C All Other Dependents
Member Under Age 65	Coverage		B	B	B
	Periodic Payment		$ 16.28	$ 16.28	$ 14.16
Member Age 65 or Older and Entitled to Benefits Under:	Both Parts of Medicare	Coverage	Medicare M-B	Medicare M-B	
		Periodic Payment	$ 8.20	$ 8.20	
		Less a credit of	$ -0-	$ -0-	
	One Part or No Part of Medicare	Coverage	B	B	
		Periodic Payment	$ 16.28	$ 16.28	

Executed at Oakland, California to take effect
as of February 1, 1972

Date November 29, 1971

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By: Frank C Jones
Authorized Representative, Northern California

Accepted by the BOARD OF SUPERVISORS of YOLO COUNTY, California, this 13 day of December, 1971

Co
Co
Wo

By: Chairman of the Board of Supervisors
Yolo County, State of California.

Title:

08065 (11-71)

FILED
JAN 25 1972
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 71-648

(Agreement Extending Agreement for Administrative Assistant for Youth Services Bureau)

THIS AGREEMENT dated this 1st day of January, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CLAIRE DuBOIS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 71-628 dated November 8th, 1971, retaining CONTRACTOR to carry out the duties as an Administrative Assistant to the Coordinator of the Youth Services Bureau.
2. The parties desire to extend said agreement for a renewal term of six months.

AGREEMENTS:

1. The term of said Agreement No. 71-628 is hereby extended for the period commencing on January 1st, 1972 and terminating on June 30th, 1972.
2. In all other respects, the provisions of said Agreement No. 71-628 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year set forth above.

COUNTY OF YOLO, a political subdivision of the State of California

BY J. Duckel Allen
CHAIRMAN OF THE BOARD OF SUPERVISORS

Claire DuBois
CLAIRE DUBOIS

FILED

JAN 25 1972

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 71-649

(Extension Agreement for Casework Aides for the Youth Services Bureau)

THIS AGREEMENT dated this 1st day of January, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and KRISTI KRAEMER, ELIZABETH BOTHEREAU, TOM PLUMB, and JOHN MILLER, hereinafter called CONTRACTORS,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 71-519 dated October 1st, 1971, retaining CONTRACTORS to carry out the services of the Youth Services Bureau.
2. The parties desire to extend said agreement for a renewal term of six months.

AGREEMENTS:

1. The term of said Agreement No. 71-519 is hereby extended for the period commencing on January 1st, 1972 and terminating on June 30th, 1972.
2. In all other respects, the provisions of said Agreement No. 71-519 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Walter Gekus
CHAIRMAN OF THE BOARD OF SUPERVISORS

Kristi Kraemer
KRISTI KRAEMER

Elizabeth Bothereau
ELIZABETH BOTHEREAU

Tom Plumb
TOM PLUMB

John Shelton Miller
JOHN MILLER

FILED
JAN - 3 1972
LAURENCE P. HANIGAN, Clerk
By Barbara Kelly Deputy

AGREEMENT NO. 650

THIS AGREEMENT made and entered into this 28 day of December, 1971, by and between the COUNTY OF YOLO and the COUNTY OF SOLANO, political subdivisions in the State of California hereinafter referred to as County, and George S. Nolte and Associates, licensed engineers in the State of California, hereinafter called "Engineer";

W I T N E S S E T H :

WHEREAS, County intends to construct a bridge with necessary approaches across Putah Creek on County Road No. 98, also known as Pedrick Road, at the Yolo-Solano County Line; and

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WHEREAS, it is necessary that engineering services be obtained for the preparation of plans, estimates, specifications, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County and its officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this agreement with respect to the proposed bridge construction;

2. Engineer shall furnish and perform, in a manner satisfactory to County, the following professional services required for the design and construction of said bridge and approaches, said services being more particularly described as follows:

A. Thirteen items as listed in the American Society of Civil Engineers Manual No. 45, pages 10 and 11, including without limitation thereto and the following:

(1) The general planning of the work including the

development of design criteria and standards in accordance with requirements of the Counties of Solano and Yolo, the California Division of Highways and the Federal Highway Administration.

(2) Final detailed design of all facilities, including preparation of construction drawings and specifications;

(3) Detailed quantity and cost estimates of the work included;

Micro Eiched

(4) Consultation and advice during construction, including visits to the construction site and appropriate reports;

(5) Submission of original tracings modified to indicate "as built" conditions.

B. Complete field surveys required for design and construction of facilities, for final measurements and records and for acquisition of lands and easements.

C. Complete field survey and office computations as needed for horizontal and vertical control.

D. Complete soils investigation including test borings, related analysis and recommendations necessary for the design and construction of the bridge and its approaches.

3. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the property of the County as permanent records.

4. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. For Item A of Paragraph 2, the fee shall be a sum equal to Thirty-six Thousand Dollars ($36,000.00).

B. For Items B and C of Paragraph 2, and for all professional services required due to change in the scope of the work or circumstances beyond the control of Engineer, the fee shall

be a sum computed in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof); PROVIDED HOWEVER, that said schedule attached hereto as "Exhibit A" may be revised during the term of this agreement upon the written request of either party hereto. In the event of any such request, the parties shall negotiate for a revision of the Rate Schedule based upon the prevailing hourly rates for engineering services in the area at the time of such revision. In the event the parties are unable to agree upon a revised schedule the rate then in effect shall continue, but either party may terminate this agreement by giving the other party written notice thereof, and Engineer shall, in the event of any such termination, be entitled to receive the compensation provided for in Paragraph 7 hereof.

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C. A sum equal to the actual cost to Engineer of the soils investigations as specified in Item D of paragraph 2.

5. The compensation provided for in Paragraph 4 above shall be paid to Engineer upon the following basis:

A. Forty percent (40%) of the fee provided for in Item A of Paragraph 4 shall be paid to Engineer upon fifty percent (50%) completion of the construction drawings and specifications as determined by the Director of Public Works of County.

B. In the event of the award of a construction contract by County or State for the proposed project, the County shall pay to Engineer a sum equal to ninety percent (90%) of the fee set forth in Item A of Paragraph 4(less any amount thereof previously paid) contemporaneously with the execution of the Construction Contract. The balance of said fee shall be paid by County to Engineer at the time of completion of the work and acceptance thereof.

C. In the event no contract is awarded for said proposed project then the County shall pay to Engineer as a total fee for Item A of Paragraph 4 above, a sum (less any amounts thereof previously paid) equal to ninety percent (90%) of the fee set forth in said Item A of Paragraph 4 above, within ninety (90) days after approval by County of the final working drawings and specifications prepared by Engineer.

Micro Fiched

D. The compensation payable to Engineer set forth in Paragraph 4-B and C above shall be paid to Engineer every month in installments in accordance with appropriate billings therefor as determined by the Director of Public Works.

6. Engineer shall furnish copies of all plans, reports and specifications as may be required by the County for review, without charge. Additional copies as may be required for advertising and construction of projects shall be compensated for as set forth in "Exhibit A".

7. This Agreement may be terminated at any time by County, in which case Engineer shall be paid as full payment for all services performed under this Agreement an amount which bears the same ratio to the total fee otherwise payable under Paragraph 4-A as the services actually rendered hereunder by Engineer bear to the total services necessary for the full performance of this agreement under Item A of Paragraph 2, plus any sums due to the Engineer for services performed under Item B, C, and D of Paragraphs 2. There shall be deducted from such amount, however, all payments heretofore made by the County to the Engineer under this Agreement. Consideration shall be given to both completed and incompleted drawings and other documents whether delivered to the County or in the possession of the Engineer.

8. Engineer shall exercise all of the care and judgment consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of the Agreement.

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9. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design and construction of the bridge and approaches. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Paragraph 2, without any liability of obligation to Engineer.

10. Engineer shall complete and present to County for approval final construction drawings and final cost estimates not later than July 2, 1972.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, A Political Subdivision of the State of California

By _____
Chairman of the Board of Supervisors, of Yolo County, California.

Attest:

LAURENCE P. HENIGAN, Clerk

Clerk of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

_____
County Counsel, Yolo County

DEC 17 1971

COUNTY OF SOLANO, A Political Subdivision of the State of California

By Wallace L Brazelton
Chairman of the Board of Supervisors of Solano County California

ATTEST:

NEIL CRAWFORD COUNTY CLERK
Clerk of the Board of Supervisors, Solano County

By Ellen Stanner DEPUTY

Micro Fiched

APPROVED AS TO FORM:

Dexter Waldinger
County Counsel, Solano County

GEORGE S. NOLTE AND ASSOCIATES,
Licensed Engineer, RCE 7595
California

BY
Title: President

GEORGE S. NOLTE AND ASSOCIATES

HOURLY CHARGE RATES

Micro Fiched

PROFESSIONAL AND OFFICE	
Principal	$42.00 per hour
Engineering Manager	33.00 per hour
Senior Engineer/Senior Planner	27.50 per hour
Associate Engineer/Associate Planner	24.00 per hour
Assistant Engineer/Assistant Planner	22.00 per hour
Field Engineer	22.00 per hour
Junior Engineer/Junior Planner	17.50 per hour
Design Draftsman	21.00 per hour
Computer-Draftsman	21.00 per hour
Senior Draftsman	20.00 per hour
Draftsman	15.50 per hour
Clerical	10.00 per hour

FIELD	
3-man field party	$56.00 per hour
2-man field party	40.00 per hour
Chief of Surveys	27.50 per hour
Inspector	22.00 per hour

Subject to review and revision annually

8/71

RESOLUTION AUTHORIZING THE EXECUTION OF
AGREEMENT FOR ENGINEERING SERVICES FOR
WILLIAM A. JONES - HOWARD VAN REYPER, JR. BRIDGE

WHEREAS, the County of Solano has entered into a joint project with Yolo County for the construction of a bridge across Putah Creek on Road 98, also known as Pedrick Road, now designated the WILLIAM A. JONES - HOWARD VAN REYPER, JR. BRIDGE; and

WHEREAS, a mutually acceptable agreement has been prepared between Solano County, Yolo County and the firm of George S. Nolte and Associates, licensed Engineers, in the State of California, for the performance of engineering services necessary for the construction of said bridge;

Micro Fiched

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors, County of Solano, does hereby enter into that certain agreement which is attached hereto, by and between the County of Yolo and the County of Solano, political subdivisions of the State of California, and George S. Nolte and Associates, licensed Engineers in the State of California; and

IT IS FURTHER RESOLVED AND ORDERED that the Chairman of this Board of Supervisors be, and he is hereby authorized to execute said agreement on behalf of the County of Solano.

I, NEIL CRAWFORD, County Clerk and Ex-officio Clerk of the Board of Supervisors of said County, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by said Board at a regular meeting thereof held 28 December, 1971, by the following vote:

AYES: Supervisors: Godfrey, Meyers, Scofield, Brighton

NOES: Supervisors: None

ABSENT: Supervisors: Church

WITNESS my hand and the Seal of said Board this 28 day of December, 1971.

NEIL CRAWFORD
County Clerk

by: Ellen Hammer
Deputy Clerk

Recorded Document

FILED

JAN 24 1972

LAURENCE P. HENIGAN, Clerk

By Carla Garcia

AGREEMENT NO. 71-551

VOL. 1004 PAGE 466
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
JAN 24 1972
At 2 Min. Past 8 O'clock A.M.
YOLO COUNTY, CALIFORNIA
Recorder

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 8th day of November, 19 71, by and between _____

y [illegible] J. HILL, [illegible] C. J. HILL and [illegible] HILL

& Route 2, Box [illegible] 780, Woodland, Ca. 95695

(mailing address)

Micro Fiched

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #8 by the County by Resolution No. 71-171, which was filed in the Office of the County Recorder of Yolo County on December 24, 1971, and recorded in Volume 1001 of Official Records at Page 372 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

BOOK 1004 PAGE 466

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

+ Charles J. Hill & C. J. Hill

+ Theresa Hill

BOOK 1004 PAGE 467

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 4, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 15, 1971, before me the undersigned ~~Notary Public~~ ~~XXXXXXXXXX~~ of the County of Yolo, personally appeared CHARLES J. HILL, aka C.J. HILL and ~~THERESA HILL~~ _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 15th day of June, 1971.

Wanda L. Skellchock
~~XXXXXXXXX

9

GUARANTEE

68 25601

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Micro Fiched

Order No. 63817 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

CHARLES J. HILL and THERESA HILL

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Kemp Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 8
"EXHIBIT A"

BOOK 1004 PAGE 469

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63817 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Micro Fiched

As to Parcel 1: C.J. HILL and THERESA HILL, his wife, as Joint Tenants.

Asto Parcel 2: CHARLES J. HILL and THERESA HILL, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of Califronia, described as follows:

PARCEL 1:
The South half of the Southwest quarter of Section 28; the Easthalf of the South-West quarter, the West half of the Southeast quarter, the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northwest quarter of Section 29; The Northeast quarter of the Northeast quarter, the West half of the Northeast quarter and the East half of the Northwest quarter of Section 32; and the East half of the Northwest quarter and the Northwest quarter of the Northwest quarter of Section 33, in Township 11 North, Range 3 West, M.D.B. &M.

EXCEPTING AND RESERVING, however, to the United States, all the coal and other minerals, together with the right to prospect for, mine and remove the same pusuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862) as contained in the Patent from the United States to William Frank Barnett, dated April 23, 1924, and recorded May 9, 1925, in Book "F" of Patents at page 247.

PARCEL 2: The Southwest quarter of the Northwest quarter, and the West half of the Southwest quarter of Section 29; The southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section 30; The Northeast quarter of the Northeast quarter of Section 31; The West half of the Northwest quarter of Section 32, all in Township 11 North, Range 3 West, M.D.B. &M.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel Nos, 018-450-12, 018-450-14, 018-450-17, 018-450-19 and 018-450-23, for the tax year of 1970-71.

BOOK 1004 PAGE 470

T.11N R.4W M.D.B.&M.

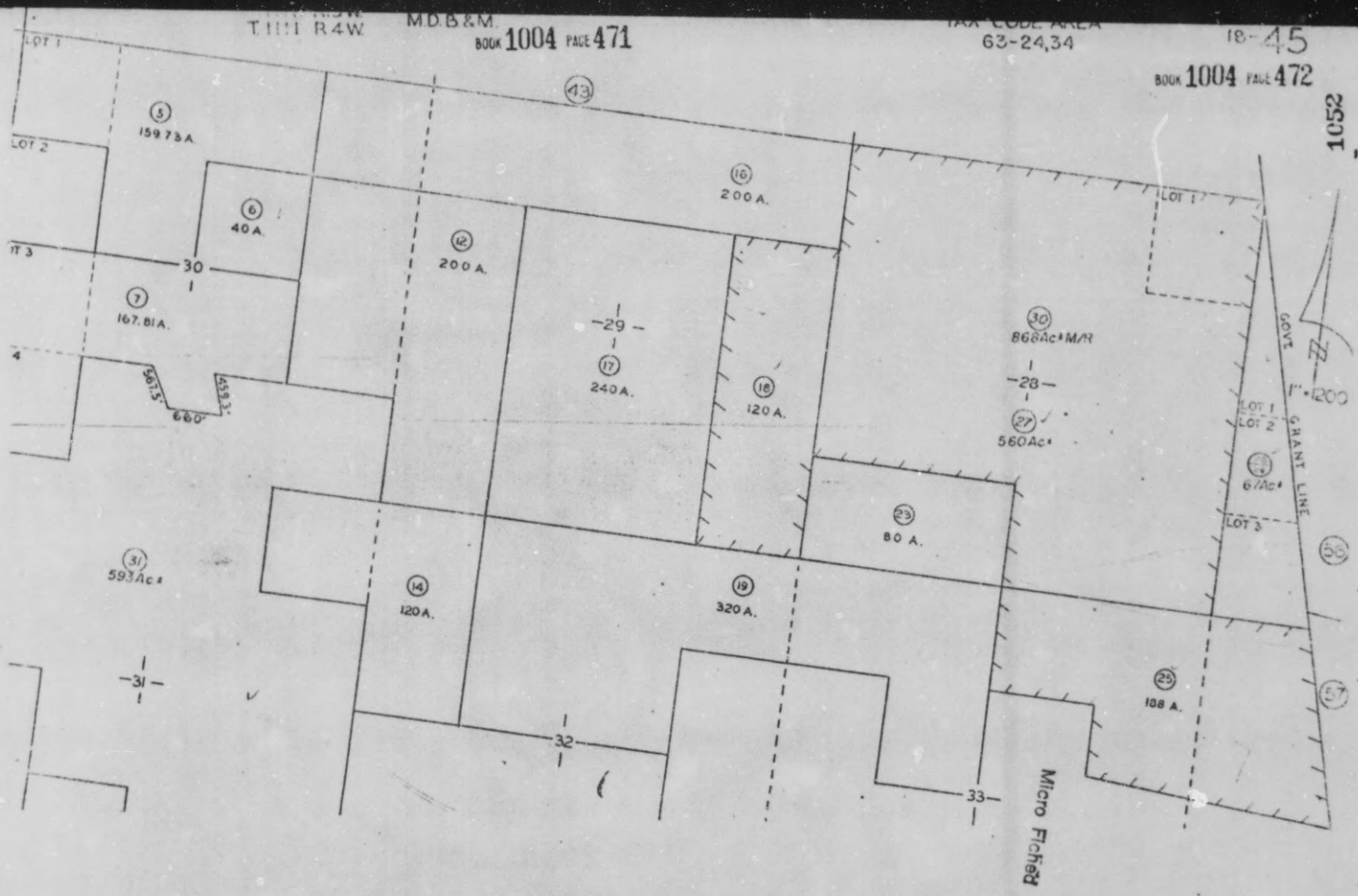
BOOK 1004 PAGE 471

TAX CODE AREA 63-24,34

18-45

BOOK 1004 PAGE 472

1052



FILED
DEC 20 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71- 652

(Agreement Exercising Option and Specifying Rent)

THIS AGREEMENT made and executed this 12th day of December, 1971, by and between CLIFFORD W. GARRISON of Esparto, California, hereinafter called LESSOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called LESSEE,

Micro Fiched

W I T N E S S E T H:

WHEREAS, the parties entered into a lease dated December 5th, 1966 as to certain property located at 900 Woodland Avenue, Esparto, California, Yolo County Agreement No. 66-88; and

WHEREAS, said lease conferred upon LESSEE an option of renewal for a term of five years, commencing January 1st, 1972, and terminating December 31st, 1976; and

WHEREAS, the COUNTY desires to exercise that option and the parties desire to specify the rental for the renewal term;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. LESSEE hereby exercises its option to renew said lease agreement, Yolo County Agreement No. 66-88, for a renewal term commencing January 1st, 1972 and terminating December 31st, 1976.

2. The monthly rental during the renewal term shall be the sum of ONE HUNDRED NINETY DOLLARS and NO/100 ($190.00) payable on the first day of each calendar month during the renewal term.

3. In all other respects, the renewal term shall be governed by the terms of said Agreement No. 66-88.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Clifford W. Garrison
CLIFFORD W. GARRISON
LESSOR

COUNTY OF YOLO, a political subdivision
BY Doyle Bassett
CHAIRMAN OF THE BOARD OF SUPERVISORS
LESSEE

FILED

JAN 3 1972

LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By ..... Deputy

AGREEMENT NO. 71-653

THIS AGREEMENT made and entered into this 13th day of December, 1971, by and between W. L. WOLMON, hereinafter called LESSOR, and the COUNTY OF YOLO, a political subdivision, hereinafter called LESSEE,

Micro Fiched

W I T N E S S E T H:

That the LESSOR hereby lets and leases to the LESSEE, and the LESSEE hereby rents from the LESSOR that certain real property situated in the City of Woodland, County of Yolo, State of California, generally known as No. 430 Third Street, Woodland. Said premises being more particularly described upon Exhibit "A" hereto attached.

That the term of this lease shall be for a period of three (3) years, commencing December 15, 1971 and terminating December 14, 1974.

That the rental for said premises shall be $385.00 per month, payable monthly in advance, commencing December 15, 1971 and continuing thereafter on the 15th day of each month during the entire term of this lease. Provided, however, that in the event property taxes on said premises are increased after the taxable year 1964-65 the monthly rental shall be increased accordingly as of the first day of July of any such year.

That said LESSEE shall use said premises solely and only as offices for Yolo County.

LESSOR hereby agrees to pave the parking lot and to install a 5-ton air conditioning system and a 150,000 BTU furnace with a 5-ton compresser unit.

That the LESSOR hereby agrees to keep the exterior of said building, including the roof, bearing walls and glazing, in good

repair and LESSOR hereby agrees to keep the plumbing and furnace in said building in good repair and to repair all termite damage to the premises; that except as herein contained the LESSEE will make all necessary repairs and will do all necessary maintenance to said premises.

That LESSEE will pay all utility charges, including electricity, water and sewage and garbage.

Micro Fiched

IT IS UNDERSTOOD that LESSEE will make no change or alteration to said premises or any part thereof without the written consent of the LESSOR being first had and obtained. That any change and/or alteration which may be made shall be made at the sole cost of the LESSEE.

IT IS UNDERSTOOD that damage to said premises shall not terminate this lease; that in the event said premises are damaged, and such damage can be repaired within ninety (90) days, and LESSORS choose to make said repairs, the rent shall be suspended during the time when said repairs are being made; that in the event that such repairs take a period of longer than ninety (90) days to be repaired or LESSOR chooses to not make such repairs, this lease may be terminated by the LESSEE by written notice to the LESSOR.

That time is hereby declared to be of the essence of this agreement.

That in the event that LESSEE fully and properly performs all of the terms, conditions and covenants herein contained, the LESSEE shall be entitled to an option for an additional term of two (2) years upon the same terms and conditions as herein contained. That said option shall be exercised by written notice to the LESSOR not less than ninety (90) days prior to the expiration of the term of this lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

W. L. Waltmon

W. L. WOLTMON - LESSOR

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS
LESSEE

EXHIBIT A

Vol 738 Page 75

The real property referred to is described as: All that real property in the City of Woodland, County of Yolo, State of California, described as follows:

Micro Fiched

BEGINNING at the Southeast corner of Parcel 7 as shown on the Record of Survey made at the request of Thornton Cranston, filed July 31, 1958, in Book 8 of maps and Surveys, at page 51, Yolo County Records, said point also being located on the West line of Third Street, distant thereon South 256.52 feet from the South line of Main Street; thence from said point of beginning South along the West line of Third Street, 60.00 feet to the Northeast corner of property conveyed to Emma L. Nardinelli, by deed recorded April 25, 1945, in Book 217 of Official Records, at page 48; thence west along the north line of the property conveyed to said Emma L. Nardinelli, 142.23 feet to the East line of Parcel 6 of said Survey; thence North along the East line of said Parcel 6, a distance of 60.00 feet to the Southwest corner of Parcel 7 of said Survey; thence East along the South line of said Parcel 7, a distance of 142.23 feet to the point of beginning.

VOL. 738 PAGE 75
OFFICIAL RECORDS
RECORDED AT REQUEST OF
YOLO COUNTY COUNCIL
DEC - 5 1963
at 10 Min. Past 2 o'clock P M
YOLO COUNTY, CALIFORNIA
[illegible] RECORDER.

YOLO COUNTY AGREEMENT NO. 71-654

COUNTY-STATE AGREEMENT NO. 18 (Revised)
FEDERAL-AID SECONDARY ROADS

03 Yolo
District County

FEDERAL PROJECT S-1503(1)

Clarksburg Road

Micro Fiched

THIS AGREEMENT, made in duplicate this ..... day of ....., 19 ....., by and between the COUNTY OF Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 (Section 2200 et seq. of the Streets and Highways Code) Federal funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of the Federal-aid secondary system project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project", shall be constructed as provided in this agreement.

2. Construction work shall be performed by contract. STATE shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. At any time prior to the scheduled time for bid opening COUNTY may deposit with the Division of Highways its share of the estimated cost specified in Exhibit A in order to permit prompt award of a contract on the basis of the lowest satisfactory bid received. Funds so deposited which are in excess of requirements shall be immediately refunded to COUNTY. In any

3. When STATE has determined that COUNTY'S right of way acquisition procedures meet Federal requirements, COUNTY may claim reimbursement from Federal and available State matching funds for expenditures to purchase rights of way specified in Exhibit "A".

ARTICLE III – Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, design, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

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2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. Unless otherwise agreed, Federal funds shall not participate in the cost of engineering. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense, provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds shall be paid from funds of COUNTY deposited in advance for the purpose.

ARTICLE IV – Miscellaneous Provisions

1. This agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to County funds in the project if such are available therefor.

ARTICLE VI – Condition of Acceptance

As a condition of acceptance of the Federal-aid and State Matching monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal Aid Secondary Program set forth in the CITY AND COUNTY PROJECTS MANUAL issued by the STATE and shall conform to applicable Federal and State Laws and Regulations whether or not such are included in said manual.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

R. J. Datel
State Highway Engineer

By _____
Federal-Aid and City-County Projects Engineer

Approval Recommended:

_____
District Engineer

Approved as to Form and Procedure:

_____
Attorney, Department of Public Works

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

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ATTEST: LAURENCE P. HENIGAN
Clerk, Board of Supervisors

By _____ DEPUTY

Approved as to form
Date _____
County Counsel of Yolo County

ARTICLE VII – Project Location and description of work proposed:

Location: Federal-aid Secondary Project S-1503(1) Clarksburg Road between State Highway 84 and Willow Avenue in Clarksburg. Net length 2.9 miles.

Description of work: Construct by grading, draining, placing base and paving a two-lane road.

ARTICLE VIII – Proposed Project funding:

Cost:

Preliminary Engineering by Department		$ 4,500
Contract Items	$358,717	
Work by Railroad	$ 3,600	
Supplemental Work	$ 7,700	
Subtotal	$370,017	
Contingencies	$ 17,983	
Contract Total		$388,000
Construction Engineering by Department		$ 10,000
TOTAL		$402,500

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Financing:

Federal-aid Secondary Funds	$233,047
State Highway Matching Funds	$159,083
County Funds	$ 10,370

ARTICLE IX: Special Covenants (Supersedes and Replaces Article I, Paragraph 4.)

Project is totally funded as shown above. No additional County money is required.

ARTICLE IX – Nondiscrimination Provisions:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. *Compliance with Regulations:* The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

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3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

4. *Information and Reports:* The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

6. *Incorporation of Provisions:* The contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RECEIVED
DEC 12 1969

FILED
DEC 27 1971
LAURENCE P. HENIGAN, Clerk
By Peter E. Bruce
Deputy

AGREEMENT NO. 71- 655

THIS AGREEMENT made and entered into this 27th day of December, 1971 by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation, hereinafter referred to as TENANT,

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W I T N E S S E T H:

WHEREAS, the County of Yolo is authorized to lease real property not needed for the public purposes of the County to or for any non-profit corporation organized for the purpose of care, teaching and training mentally deficient or mentally retarded children in accordance with § 25372 of the Government Code; and

WHEREAS, the hereinafter described real property is not needed for the public purposes of the County and by execution of this lease the Board of Supervisors of LANDLORD has so found; and

WHEREAS, TENANT desires to lease said property for the purpose of care, teaching and training mentally deficient or mentally retarded children;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Description. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, more particularly described in Exhibit ONE attached hereto, which Exhibit ONE is hereby incorporated by reference as if set forth at length herein.

2. Term.

   a. The term of this lease shall be for a period of five (5) years.

   b. The term shall commence on January 1st, 1972.

XEROX COPY

3. Rent. TENANT shall pay LANDLORD rent at the rate of One Dollar ($1.00) per year, payable in advance on the first day of January of each year during the term of this lease.

4. Use. The premises shall be used and occupied only for the purpose of care, teaching and training mentally deficient or mentally retarded children and other purposes reasonably related thereto.

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5. Utilities. TENANT shall pay all charges for electricity, gas, heat, air cooling, sewer, water, garbage, telephone, and any other utility services used on the premises during the leased term.

6. Repairs and Alterations.

a. TENANT will at its sole cost and expense keep and maintain the said premises and every part thereof in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of LANDLORD as provided in § 1942 of the Civil Code of the State of California, and all rights provided for by § 1941 of said Civil Code.

b. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that the TENANT will not make, or suffer to be made, any additions to or alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

7. Exculpatory Clause. TENANT agrees to indemnify and save

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LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

8. Insurance. During the term of the lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORD as to limits of coverage, form and insurer. Initially, and until otherwise specified by LANDLORD, the liability under such insurance shall not be less than $100,000.00 for any one person injured or killed, not less than $300,000.00 for any one accident, and not less than $10,000.00 for property damage. TENANT shall provide LANDLORD with certificates of all policies, including in each instance, an endorsement providing that such insurance shall not be cancelled, except after ten (10) days' notice to LANDLORD.

9. Assignment and Subletting.

TENANT shall not assign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of the LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted

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assignment or transfer, of this lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

10. Taxes. All real and personal property taxes, general and special assessments, and other charges of various description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against LANDLORD or TENANT shall be paid by TENANT. TENANT shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their non-payment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), TENANT may at TENANT'S election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

11. General Plan. This lease is conditioned upon the submission of the location, purpose and extent of this lease to the Planning Commission of the City of Woodland pursuant to the provisions of Government Code § 65402 and a favorable report by the Woodland City Planning Commission as to conformity with the adopted General Plan. TENANT shall, and is hereby authorized to make said submission to the Woodland City Planning Commission.

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12. Remedies.

a. Subleases. The voluntary or other surrender of this lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, terminate all or any existing subleases or subtenancies, or may, at the option of LANDLORD, operate as an assignment to him of any or all such subleases or subtenancies.

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b. Advances by LANDLORD. In the event of TENANT'S breach of any covenant in this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in instituting, prosecuting, or defending any actions or proceedings to enforce LANDLORD'S rights under this lease or otherwise, the sum, or sums, so paid by LANDLORD, with all interest, costs, and damages, shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

c. Attorney's Fees. In the event that LANDLORD should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against TENANT, declaratory or otherwise, or should TENANT bring any action for any relief against LANDLORD, declaratory or otherwise, arising out of this lease, and LANDLORD should prevail in any such suit, TENANT shall pay LANDLORD a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be

enforceable whether or not such action is prosecuted to judgment.

d. Personal Property. TENANT shall not vacate or abandon the premises at any time during the term, and if TENANT shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the premises shall be deemed to be abandoned, at the option of the LANDLORD, except such property as may be mortgaged to LANDLORD.

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13. Notices. All notices to be given to TENANT may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the said premises, whether or not TENANT has departed from, abandoned, or vacated the premises. Notices to LANDLORD shall be mailed by registered, or certified mail to:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

14. Conditional Limitations. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

15. Waiver. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

16. Construction. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of

this lease.

17. Binding on Successors. Subject to Paragraph 12, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

18. Termination. If TENANT shall fail or cease to use the premises for the purposes set forth in Paragraph 4 herein, LANDLORD may terminate this lease by giving written notice of termination to TENANT. Either party may terminate this lease by giving written notice of termination to the other at least one year in advance of termination date.

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19. Inspection and Reporting. In addition to the right of entry on the premises provided by law, the Board of Supervisors of LANDLORD may make an annual inspection of the premises. TENANT shall make an annual report to said Board of Supervisors on or before August 31 of each year describing and evaluating each program conducted on the premises. The report shall be accompanied by a copy of TENANT'S annual audit report. TENANT shall file with the Clerk of said Board of Supervisors and keep current a list of the names and addresses of all its officers, directors and its Executive Director.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation

BY _____
President

BY _____
Secretary

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On DECEMBER 27TH, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF Yolo)

On this 28 day of December, 1971, before me, Notary Public in and for the County of Yolo, State of California, personally appeared Clark D. Walton and Nancy E. Morrison, known to me to be the President and Secretary, respectively, of the YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation, that executed the within instrument, and acknowledged to me that such corporation executed the same.

NOTARY PUBLIC in and for Said County of State.

OFFICIAL SEAL
AUDREY J. LUNT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 29, 1973

EXHIBIT ONE

The real property located in the State of California, County of Yolo, City of Woodland, more particularly described as follows:

PARCEL A
(Sixth and Cross Streets)

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PARCEL 1:

Commencing at a point on the North line of Cross Street, where the West line of Sixth Street intersects said north line of Cross Street, running thence North along the west line of Sixth Street, two hundred and thirteen (213) feet; thence west parallel with the north line of Cross Street, one hundred and fifty (150) feet to the East line of the property now or formerly owned by Baylac; thence South parallel to the West line of Sixth Street 213 feet to the north line of Cross Street; thence East one hundred and fifty (150) feet to the intersection of the North line of said Cross Street with the west line of Sixth Street.

PARCEL 2:

Beginning at a point on Sixth Street in the City of Woodland, 213 feet North of the intersection of the West line of said Sixth Street with the north line of Cross Street, and running thence North 258.5 feet, more or less, to the lands now or formerly owned by O. O. Flowers; thence west along Flower's southern boundary to the lands of Yolo County; thence Southeasterly about 30 feet to the Southeast corner of the lands of Yolo County; thence Westerly 48.86 feet, moreor less to the lands now or formerly owned by G. H. & V. Kunz; thence South 230 feet more or less, to a point located 213 feet North of the north line of Cross Street; thence East 150 feet, more or less, to the place of beginning.

EXCEPTING FROM PARCEL 2 that portion thereof conveyed to California Pacific Railroad Company, by Deed dated May 26, 1874, in Book Q of Deeds, at page 449.

PARCEL B
(Fifth and Oak Streets)

PARCEL 3"

Beginning at the Southeast corner of Oak Avenue and Fifth Street in the City of Woodland, thence South along the East line of Fifth Street 130.00 feet; thence East 120.00 feet; thence North 130.00 feet to the South line of Oak Avenue; thence West along the South line of Oak Avenue 120.00 feet to the pointof beginning.

PARCEL 4:

Beginning at a point on the East line of Fifth Street in the City of Woodland, situate North 443.00 feet from the Northeast corner of the intersection of Fifth Street and Cross Street and extending thence East and along a line parallel with the North line of Cross Street, a distance of 120 feet; thence North and along a line parallel with the East line of Fifth Street, a distance of 92.5 feet to the Southeast corner of a tract of land now owned by Yolo County; thence West and along the South line of the lands of Yolo County, a distance of 120.00 feet to a point on the East line of Fifth Street, thence South along the East line of Fifth Street, 92.5 feet to the point of beginning.

EXHIBIT ONE (CONT'D)

PARCEL B (Cont'd)

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PARCEL 5:

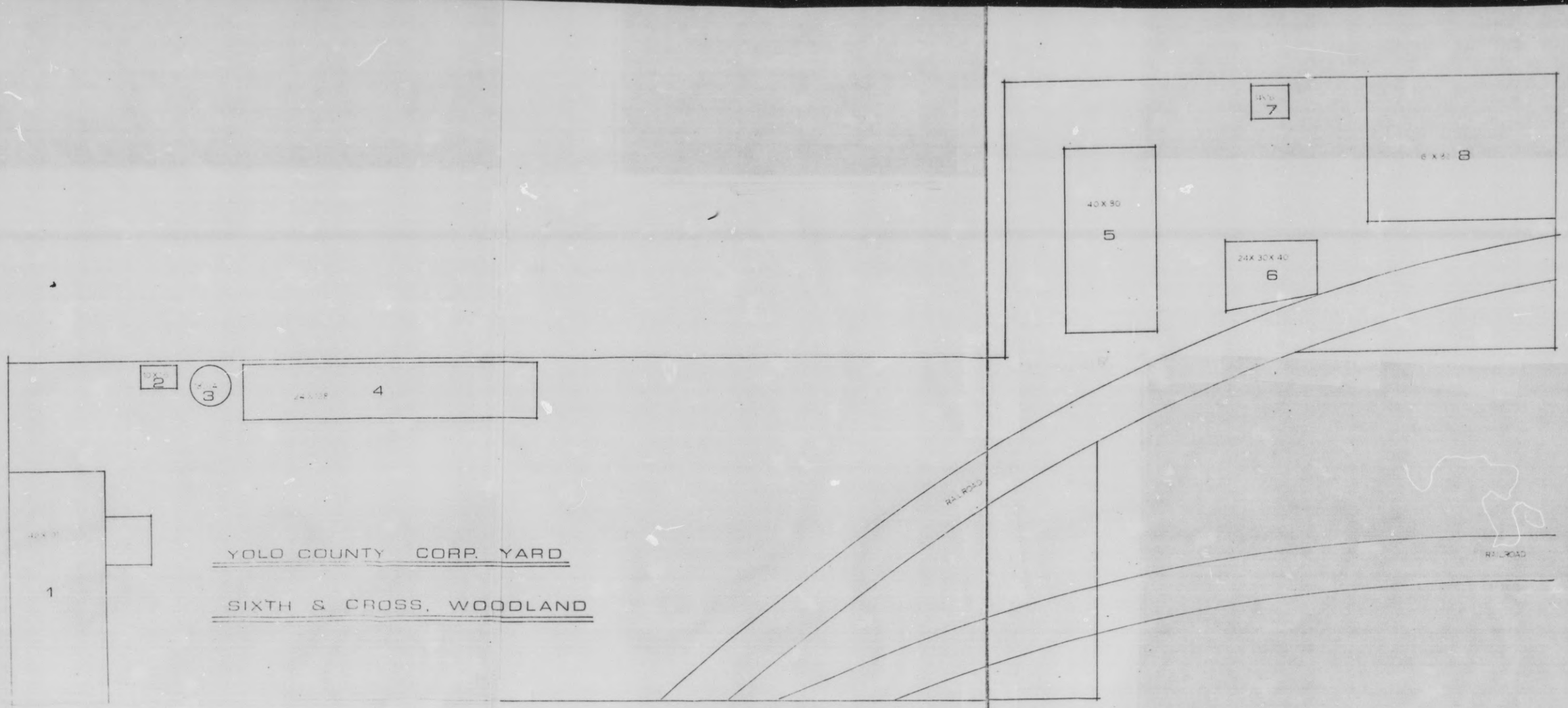
Beginning at a point midway between the rails of that certain spur track of the Southern Pacific Co. which extends northwesterly through the Block lying between Oak Avenue, Cross Street, Fifth Street, and Sixth Street in the City of Woodland, State of California, said point being also on the center line of that certain 20 foot strip of land conveyed by George D. Fiske, et al., to the California Pacific Railroad Co. by Deed of record in Book Q of Deeds, page 449, Yolo County Records, said point being further described as situate 471.50 feet North of the North line of Cross Street and 155.08 feet East of the East line of Fifth Street in said City, and running thence West from said point of beginning along a line 471.50 feet north of and parallel with the North line of Cross Street a distance of 35.08 feet; thence North along a line 120 feet East of and parallel with the East line of Fifth Street, a distance of 73.23 feet to a point midway between the rails of the spur track hereinabove mentioned; thence in a Southeasterly direction along a line midway between the rails of said track to the point of beginning.

PARCEL 6:

Beginning at a point midway between the rails of that certain spur track of the Southern Pacific Co. which extends northwesterly through the Block lying between Oak Avenue, Cross Street, Fifth Street, and Sixth Street, in the City of Woodland, State of California, said point being also on the center line of that certain 20 foot strip of land conveyed by George D. Fiske, et al, to the California Pacific Railroad Co., by Deed of record in Book Q of Deeds at page 449, Yolo County Records, said point being further described as situate 471.50 feet north of the north line of Cross Street and 135.08 feet east of the east line of Fifth Street, in said City, and running thence West from said point of beginning along a line 471.50 feet north of and parallel with the north line of Cross Street, a distance of 35.08 feet; thence South along a line 120.00 feet east of and parallel with the east line of Fifth Street, a distance of 25.95 feet; thence East parallel with the course first described herein a distance of 48.96 feet to a point midway between the rails of the spur track herein above mentioned; thence in a northwesterly direction in a straight line to the point of beginning.

EXCEPTING FROM PARCELS 2, 3, 4, 5 and 6 that portion thereof conveyed to California Pacific Railroad Company, by deed dated May 26, 1874, in Book Q of Deeds, at page 449.

EXCEPTING FROM Parcel B the building designated "5" on the diagram attached hereto marked "Attachment 1", which is incorporated herein by reference.



YOLO COUNTY CORP. YARD

SIXTH & CROSS, WOODLAND

"ATTACHMENT No. 1"

(15)

72-1 Book Copy

AGREEMENT NO. 72-1

(Land Use Contract After Division of Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY dated this _____ day of _____, 197__, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and PAUL W. TILLIS and JOHNNIE R. TILLIS, his wife, as joint tenants, hereinafter referred to as SUCCESSORS, whose mailing address is North Courtland Road, Clarksburg, California 95612.

W I T N E S S E T H

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RECITALS:

1. COUNTY and GEORGE GORDON POLLOCK, JR., and JOHN P. POLLOCK, hereinafter called OWNERS, entered into a Land Use Contract, Yolo County Agreement No. 71-212 which is recorded in the Office of the County Recorder of the County of Yolo in Volume 968 of Official Records at page 522, hereinafter referred to as Land Use Contract.

2. Said Land Use Contract provides for execution of a Contract identical to the Contract then covering the original parcel on each parcel created by the division.

3. OWNER has divided the subject property of said Land Use Contract by conveying to SUCCESSORS the property described in Exhibit A attached hereto and incorporated herein, hereinafter referred to as Exhibit A property, and by conveying to other persons another portion of the property subject to said Land Use Contract.

4. The parties desired to enter into this Land Use Contract After Division of the Subject Property as the Contract identical to the Contract covering the original parcel.

AGREEMENTS:

1. SUCCESSORS and their heirs, successors and assigns as to the Exhibit A property shall be bound by all the terms and

SBROCK, WULFF, T & HANNEGAN Attorneys ramento, Calif.

conditions of said Land Use Contract and shall enjoy the rights and powers of OWNER as provided therein..

2. All notices as to the Exhibit A property to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, at the address set forth above.

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3. Except as set forth herein, all the terms and conditions of said Land Use Contract After Division of Subject Property the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

(Seal)

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
PAUL W. TILLIS

_____
JOHNNIE R. TILLIS

SUCCESSORS

Approved as to Form
Dated _____

_____
County Counsel of Yolo County

DEPENBROCK, WULFF, PLANT & HANNEGAN
Attorneys
Sacramento, Calif.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 197__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

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_____
LAURENCE P. HENIGAN, County Clerk

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 21st day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared PAUL W. TILLIS and JOHNNIE R. TILLIS, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ALICE D. HILLBUN
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires July 29, 1973

Alice D. Hillbun
Notary Public, State of California
Alice D. Hillbun

BROCK, WULFF, & HANNEGAN Attorneys ments, Calif.

EXHIBIT A

All that real property situate in the County of Yolo, State of California, described as follows:

The North 87.212 Acres of Lot No. Seven (7), measured at right angles to the North line thereof, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California," which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 44.

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AGREEMENT NO. ____

(Land Use Contract After Division of Subject Property)

COUNTY OF YOLO

PAUL W. TILLIS
and
JOHNNIE R. TILLIS

Dated _____, 19

DIEPENBROCK, WULFF, PLANT & HANNEGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 500 • 925 CAPITOL MALL
SACRAMENTO, CALIFORNIA 95814

FILED

JAN 24 1972

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 72-2

(Land Use Contract After Division of Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY dated this 31st day of January, 1972, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and DENNIS H. MERWIN & JUDITH C. MERWIN, his wife, an undivided 1/3 interest, as joint tenants; and GREGORY K. MERWIN & PATRICIA MERWIN, his wife, an undivided 1/3 interest, as joint tenants; and SAMUEL HERBERT MERWIN & DAISY E. MERWIN, his wife, as to the remaining 1/3 interest, as joint tenants, all hereinafter referred to as SUCCESSORS, whose mailing address is Post Office Box 373, Clarksburg, California, 95612.

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W I T N E S S E T H :

RECITALS:

1. COUNTY and GEORGE GORDON POLLOCK, JR., and JOHN P. POLLOCK, hereinafter called OWNERS, entered into a Land Use Contract, Yolo County Agreement No. 71-212 which is recorded in the Office of the County Recorder of the County of Yolo in Volume 968 of Official Records at page 522, hereinafter referred to as Land Use Contract.

2. Said Land Use Contract provides for execution of a Contract identical to the Contract then covering the original parcel on each parcel created by the division.

3. OWNER has divided the subject property of said Land Use Contract by conveying to SUCCESSORS the property described in Exhibit A attached hereto and incorporated herein, hereinafter referred to as Exhibit A property, and by conveying to other persons another portion of the property subject to said Land Use Contract.

4. The parties desired to enter into this Land Use Contract After Division of the Subject Property as the Contract

DIEPENBROCK, WULFF, PLANT & HANNEGAN
Attorneys
Sacramento, Calif.

identical to the Contract covering the original parcel.

AGREEMENTS:

1. SUCCESSORS and their heirs, successors and assigns as to the Exhibit A property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of OWNERS as provided therein.

2. All notices as to the Exhibit A property to be given to the OWNERS under said Land Use Contract shall be given to SUCCESSORS by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, at the address set forth above.

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3. Except as set forth herein, all the terms and conditions of said Land Use Contract After Division of Subject Property the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
DENNIS H. MERWIN

_____
JUDITH C. MERWIN

Approved as to Form
Dated _____
_____
County Counsel of Yolo County

_____
GREGORY K. MERWIN

_____
PATRICIA MERWIN

_____
SAMUEL HERBERT MERWIN

_____
DAISY E. MERWIN

SUCCESSORS

DIEPENBROCK, WULFF, PLANT & HANNEGAN
Attorneys
Sacramento, Calif.

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On JANUARY 3, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, County Clerk
BY Barbara A. Rollins
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On this 21st day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared DENNIS H. MERWIN and JUDITH C. MERWIN, GREGORY K. MERWIN and PATRICIA MERWIN, SAMUEL HERBERT MERWIN & DAISY E. MERWIN, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ALICE D. HILLBUN
NOTARY PUBLIC-CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires July 29, 1973

Alice D. Hillbun
Notary Public, State of California
Alice D. Hillbun

DIEPENBROCK, WULFF, PLANT & HANNEGAN
Attorneys
Sacramento, Calif.

EXHIBIT A

All that real property situate in the County of Yolo, State of California, described as follows:

EXCEPTING THEREFROM that portion conveyed by George [illegible] and Irma Phleger Pollock, his wife, to Sacramento Northern Railway, a corporation, by deed dated August 6, 1928, recorded August 9, 1928, in [illegible] of Deeds, at page [illegible].

[illegible] 87.212 acres of Lot No. Three (3), Section Seventeen (17), Township Eight (8) North, Range Two (2) East, Mount Diablo Base and Meridian, [illegible] to right angles to [illegible] Railway.

We hereby certify that the [illegible] was recorded January 4, 1972 in Book 1002, at [illegible] 88, in Yolo County, California.

WESTERN CITIES TITLE INSURANCE COMPANY
Sacramento County Division

by: [illegible]
Howard [illegible]
County
Secretary [illegible]

EXHIBIT A

YOLO COUNTY

1-2 6B 12/20/71 88 9592

VOL. 1002 PAGE 491
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
JAN - 4 1972
AT 19 Min. Past 12 O'clock P. M.
YOLO COUNTY, CALIFORNIA
NO CHG

AGREEMENT NO. _____

(Land Use Contract After Division of Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY dated this 3rd day of January, 1972, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and DENNIS H. MERWIN & JUDITH C. MERWIN, his wife, an undivided 1/3 interest, as joint tenants; and GREGORY K. MERWIN & PATRICIA MERWIN, his wife, an undivided 1/3 interest, as joint tenants; and SAMUEL HERBERT MERWIN & DAISY E. MERWIN, his wife, as to the remaining 1/3 interest, as joint tenants, all hereinafter referred to as SUCCESSORS, whose mailing address is Post Office Box 373, Clarksburg, California, 95612.

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W I T N E S S E T H :

RECITALS:

1. COUNTY and GEORGE GORDON POLLOCK, JR., and JOHN P. POLLOCK, hereinafter called OWNERS, entered into a Land Use Contract, Yolo County Agreement No. 71-212 which is recorded in the Office of the County Recorder of the County of Yolo in Volume 968 of Official Records at page 522, hereinafter referred to as Land Use Contract.

2. Said Land Use Contract provides for execution of a Contract identical to the Contract then covering the original parcel on each parcel created by the division.

3. OWNER has divided the subject property of said Land Use Contract by conveying to SUCCESSORS the property described in Exhibit A attached hereto and incorporated herein, hereinafter referred to as Exhibit A property, and by conveying to other persons another portion of the property subject to said Land Use Contract.

4. The parties desired to enter into this Land Use Contract After Division of the Subject Property as the Contract

BOOK 1002 PAGE 491

DIDION-BROCK, WILLIS, PLANT & HANNIGAN Attorneys Woodland, Calif.

-1-

COPY OF RECORDED AGREEMENT

identical to the Contract covering the original parcel.

AGREEMENTS:

1. SUCCESSORS and their heirs, successors and assigns as to the Exhibit A property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of OWNERS as provided therein.

2. All notices as to the Exhibit A property to be given to the OWNERS under said Land Use Contract shall be given to SUCCESSORS by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, at the address set forth above.

3. Except as set forth herein, all the terms and conditions of said Land Use Contract After Division of Subject Property the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
DENNIS H. MERWIN

_____
JUDITH C. MERWIN

_____
GREGORY K. MERWIN

_____
PATRICIA MERWIN

_____
SAMUEL HERBERT MERWIN

_____
DAISY E. MERWIN

SUCCESSORS

Approved as to Form
By _____
County Counsel of Yolo County

BOOK 1002 PAGE 462

SHEPPERSTOCK, WILLIAMS, PLANT & HANNEGAN
Attorneys
Sacramento, Calif.

Micro Fiched

YOLO COUNTY

STATE OF CALIFORNIA }
COUNTY OF YOLO } ss.

On JANUARY 3, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, County Clerk
BY Barbara Rodgers
Deputy

STATE OF CALIFORNIA }
COUNTY OF } ss.

On this 21st day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared DENNIS H. MERWIN and JUDITH C. MERWIN, GREGORY K. MERWIN and PATRICIA MERWIN, SAMUEL HERBERT MERWIN & DAISY E. MERWIN, known to me to be the persons who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ALICE D. HILLBUN
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires July 29, 1973

Alice D. Hillbun
Notary Public, State of California
Alice D. Hillbun

BOOK 1002 PAGE 463

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BUCKINGHAM, MCCUE, PLANT & HANNIGAN
Attorneys
Sacramento, Calif.

EXHIBIT A

All that real property situate in the County of Yolo, State of California, described as follows:

Lot No. Seven (7) as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California," which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 44.

EXCEPTING THEREFROM that portion conveyed by George G. Pollock and Irma Phleger Pollock, his wife, to Sacramento Northern Railway, a corporation, by deed dated August 6, 1928, recorded August 9, 1928, in Book 117 of Deeds, at page 436.

Also excepting therefrom the North 87.212 acres of said Lot No. Seven (7), measured at right angles to the North line thereof.

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BOOK 1002 PAGE 484

To:
Auditor
Co. Counsel
Mental Health Services.
Purchasing
Wells Fargo Leasing Corporation
Wells Fargo Bank.

BOARD OF SUPERVISORS
Yolo County, California

Date: January 3,1972
Entry No. 22
File:
HEALTH-MENTAL HEALTH SERVICES-
AGREEMENT- Lease of Mobile Home
SEE
AGREEMENT BOOK NO. 18

MINUTE ORDER NO. 72-20: AUTHORIZED THE COUNTY TO LEASE A MOBILE HOME FOR THE USE OF THE COUNTY MENTAL HEALTH SERVICES FROM WELLS FARGO LEASING CORPORATION FOR A TERM OF 6 YEARS COMMENCING UPON COMPLETION AND ACCEPTANCE OF THE UNIT AT AN ANNUAL RENTAL OF $3,000.00 ON THE TERMS AND CONDITIONS OF THE WELLS FARGO STANDARD FORM, LEASE OF PERSONAL PROPERTY (POLITICAL SUBDIVISIONS) LESS THE PROVISIONS OF PARAGRAPH 12 THEREOF, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE LEASE TO BE IDENTIFIED AS AGREEMENT NO. 72-3, WHEN PRESENTED.

Upon motion of Supervisor Edmonds, seconded by Supervisor Bell, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Edmonds, Bell, Duncan, Espigares, Stephens.

Noes: None.

Absent: None.

Micro Fiched

Rescinded

XEROX COPY

To:
Auditor
Co. Counsel
Mental Health Services.
Purchasing
Wells Fargo Leasing Corporation
Wells Fargo Bank

BOARD OF SUPERVISORS
Yolo County, California

Date: January 3, 1972
Entry No. 23
File :
HEALTH- MENTAL HEALTH
SERVICES- AGREEMENTS-
Lease of Mobile Home.

SEE:
AGREEMENT BOOK NO. 18

MINUTE ORDER NO. 72-21: AUTHORIZED COUNTY TO ENTER INTO AN OPTION AGREEMENT FOR THE PURCHASE OF THE MOBILE HOME DESCRIBED IN THE LEASE AUTHORIZED BY MINUTE ORDER NO. 72-20, WHEREBY THE COUNTY SHALL HAVE THE OPTION TO PURCHASE SAID MOBILE HOME FOR $10.00 AT THE EXPIRATION OF SAID LEASE PROVIDED THE COUNTY DOES NOT EXERCISE ITS OPTION TO TERMINATE THE LEASE AND PROVIDED THE COUNTY COMPLIES WITH ALL THE TERMS AND CONDITIONS OF SAID LEASE, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID OPTION TO BE IDENTIFIED AS AGREEMENT NO. 72-4 WHEN PRESENTED.

Micro Fiched

Upon Motion of Supervisor Edmonds, seconded by Supervisor Bell, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Edmonds, Bell, Duncan, Espigares, Stephens.

Noes: None.

Absent: None.

Rescinded

XEROX COPY

BK

FILED
FEB 23 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

YOLO COUNTY AGREEMENT NO. 72-5

03-YOL-113

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 3rd day of January, 1972, by and between the STATE OF CALIFORNIA, acting by and through the Business and Transportation Agency, Department of Public Works, Division of Highways, hereinafter for convenience referred to as the "State", and the COUNTY OF YOLO, hereinafter for convenience referred to as the "County",

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W I T N E S S E T H

WHEREAS, the California Highway Commission has adopted resolutions on November 18, 1952, and March 23, 1955, declaring that certain portion of State Highway Route 113 in the Counties of Solano and Yolo between Route 80 near Davis and Yolo County Road No. 31 and between County Road No. 31 and 0.75 mile south of Mullen Crossing to be a freeway; and

WHEREAS, the State and the County of Yolo have heretofore executed a Freeway Agreement dated May 15, 1959, with respect to the portion of said route between Solano County Line and 0.75 mile south of Mullen Crossing and on March 6, 1961, and September 26, 1962, executed Supplemental Freeway Agreements between the same limits; and

WHEREAS, the plan for said freeway has since been revised in certain particulars, with respect to said portion, and a new plan map has been prepared, showing the revised plan

of the State as it affects county roads, including provisions for closing county roads, for carrying county roads over or under or to a connection with such freeway for relocation of county roads, and for construction of frontage roads and other local roads:

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes the Freeway Agreement dated May 15, 1959, and the Supplemental Freeway Agreements dated March 6, 1961, and September 26, 1962, in their entirety. In lieu thereof, the County agrees and consents to the closing of county roads, relocation of county roads, construction of frontage roads and other local roads, and other construction affecting county roads, all as shown on the plan map attached hereto marked Exhibit "A", between Solano County Line and 0.75 mile south of Mullen Crossing and made a part hereof by this reference.

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2. The State in the construction of said freeway will, at the State's expense, make such changes affecting county roads in accordance with the said plan map attached hereto or as the same may hereafter be modified by mutual agreement between the parties hereto. The State may, at the State's expense, install signs, signals and other traffic control devices at appropriate locations to be determined by the State in order to regulate, warn or guide traffic upon highways.

3. The State agrees to acquire all necessary right of way as may be required for construction, reconstruction or alteration of county roads and frontage roads, and the County hereby authorizes the State to acquire in its behalf all such necessary right of way.

4. The County will accept control and maintenance over each of the relocated or reconstructed county roads, and the frontage roads and other State-constructed local roads on notice to the County Director of Public Works from the State that the work thereon has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper. The County will also accept title to the portions of such roads lying outside the freeway limits, upon relinquishment by the State.

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5. It is understood between the parties that the right of way may be acquired in sections or units and that, both as to the acquisition of right of way and the construction of the freeway project, the obligations of State hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. This Agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and County cooperation of the whole freeway project for the benefit of the people of the State and of the County.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

APPROVED:

Asst. State Highway Engineer

APPROVED:

Deputy State Highway Engineer

APPROVED AS TO FORM:

Attorney (State)

STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
Director of Public Works

By
A. N. DUNHAM
DEPUTY DIRECTOR FOR
PLANNING AND POLICY

FEB 1 1972

THE COUNTY OF YOLO
A Body Politic

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated
County Counsel of Yolo County

Micro Fiched

FILED
JAN 10 1972
LAURENCE P. HENIGAN, Clerk
By Beatrice Rodgers Deputy

RESOLUTION NO. 72-2

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO APPROVING AGREEMENT REGARDING A FREEWAY ON ROAD III-YOL-113

BETWEEN Solano County Line

AND 0.75 mile south of Mullen Crossing

WHEREAS, an Agreement has been presented covering the construction and maintenance of a freeway on road III-Yol-113 between Solano County Line and 0.75 mile south of Mullen Crossing

WHEREAS, the Board of Supervisors has heard read said Agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the Board of Supervisors of the County of Yolo that said Agreement is hereby approved and Supervisor Stephens is directed to sign the same in behalf of the County of Yolo.

Micro Fiched

Passed and adopted by the Board of Supervisors of the County of Yolo on the 3rd day of January, 19 72, by the following vote:

AYES: Edmonds, Bell, Duncan, Espigares, Stephens.
NOES: None.
ABSENT: None.

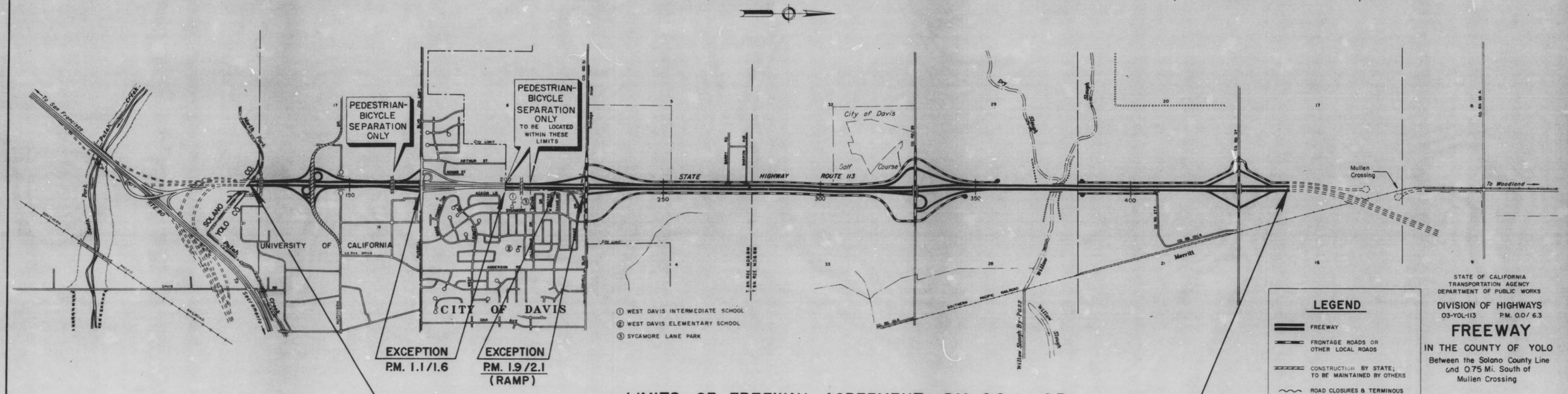
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, Clerk
County Clerk
BY Pete E. Lucas

Approved as to form:

County Counsel
1-10-72

EXHIBIT "A"



STATE OF CALIFORNIA
TRANSPORTATION AGENCY
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS
03-YOL-113 P.M. 0.0/ 6.3

FREEWAY

IN THE COUNTY OF YOLO

Between the Solano County Line and 0.75 Mi. South of Mullen Crossing

03-207-043031

FILED (21)
JAN 21 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 72-6

THIS AGREEMENT, made this 10th day of January, 1972, by and between SACRAMENTO-YOLO PORT DISTRICT, a body politic and corporate, herein termed "Railroad", and COUNTY OF YOLO, a political subdivision of the State of California, herein termed "County";

RECITALS:

Micro Fiched

The parties hereto desire to evidence by this instrument their agreements with respect to the installation of protective devices at the crossing of Eighth and E Streets, over tracks and property of Railroad (known as Yolo-Sacramento Port District Belt Railroad Main Line) at or near West Sacramento in the County of Yolo, State of California (Crossing No. 78-0.2).

AGREEMENT:

NOW, THEREFORE, it is mutually agreed as follows:

1. Railroad shall furnish or cause to be furnished all necessary labor, materials, tools and equipment to install and shall cause to be installed two (2) flashing light grade crossing signals equipped with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "Signals", at said crossing. Said signals shall be located approximately as indicated in red on the print of Southern Pacific Transportation Company's Sacramento Division Drawing U-2501, dated October 26, 1970, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards. Such installation shall include removal of existing crossing signs.

2. County agrees to reimburse Railroad for fifty percent (50%) of all cost and expense incurred by Railroad in connection with the furnishing and installation of said signals and removal of existing crossing signs.

XEROX COPY

3. Railroad shall submit to County a bill for sixty percent (60%) of County's share of the estimated cost upon completion of the work contemplated, which bill County agrees to promptly pay. Should the actual cost prove upon completion of audit to be more or less than such estimated cost, the difference shall be promptly paid by County or refunded by Railroad, as the case may be.

4. After installation of said crossing protective signals has been completed, Railroad shall physically maintain them as long as they remain in place. The maintenance cost of said signals shall be apportioned in accordance with and pursuant to the provisions of Section 1202.2 of the Public Utilities Code, and the County's liability therefor shall be limited to such funds as are set aside for allocation to the Public Utilities Commission, pursuant to Section 1231.1 of the Public Utilities Code.

Micro Fiched

5. The work to be performed by Railroad hereunder, shall be commenced as soon as labor and materials are available, following execution of this agreement and shall be completed within one (1) year thereafter.

6. This agreement shall be binding upon and inure to the benefit of the successors and assigns of Railroad and the assigns of County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SACRAMENTO-YOLO PORT DISTRICT

By _____
Chairman of the Port Commission

By _____
Secretary of the Port Commission

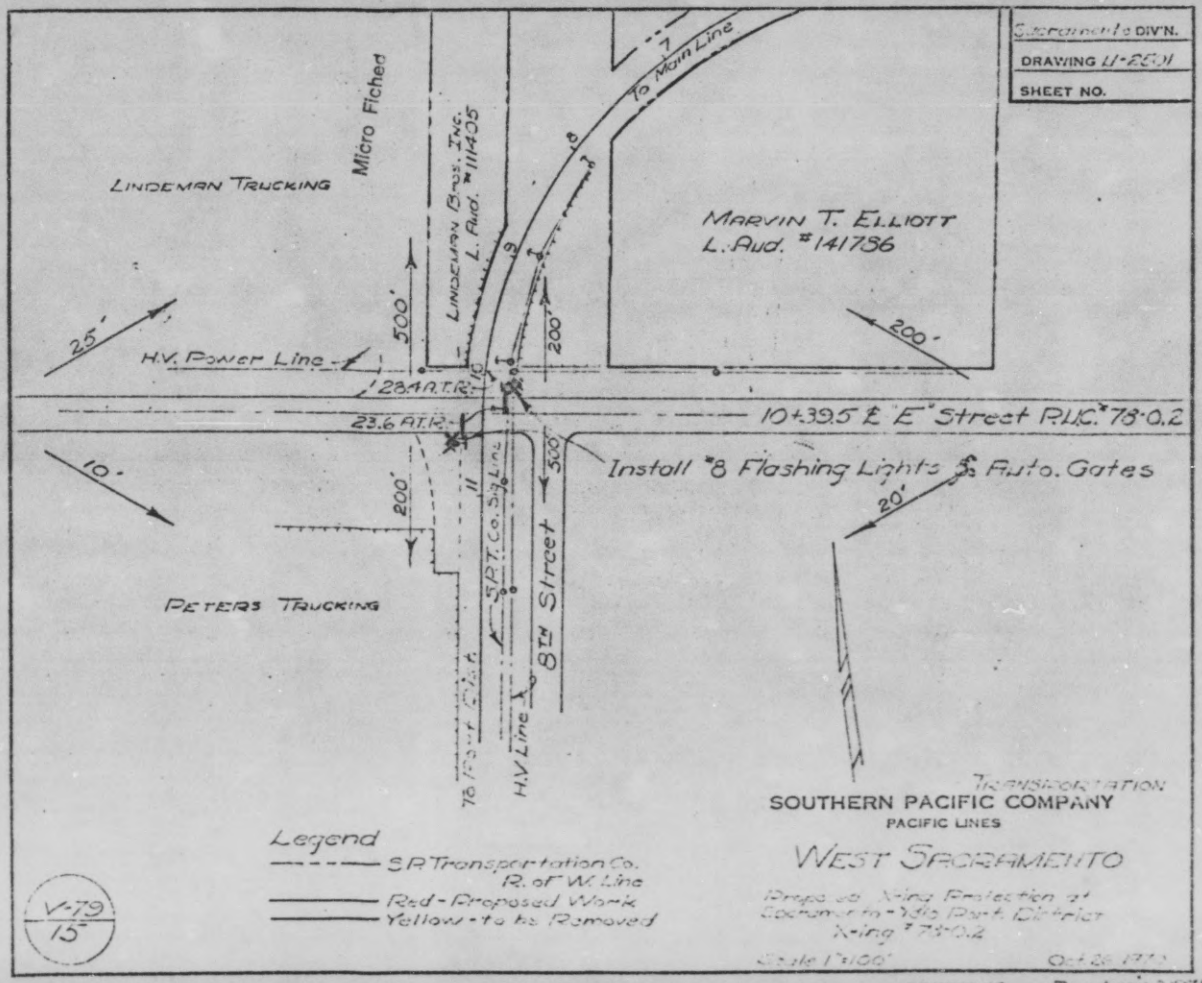
Approved as to Form
Dated JAN 21 1972
_____
County Counsel of Yolo County

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN
Clerk, Board of Supervisors

By _____


Micro Fiched
LINDEMAN TRUCKING
LINDEMAN GRAV. INC.
L. Aud. #111435
To Main Line
MARVIN T. ELLIOTT
L. Aud. #141756
Sacramento DIV'N.
DRAWING U-2201
SHEET NO.
25'
500'
H.V. Power Line
200'
200'
128 A.T.R.
23.6 AT.R.
10+39.5 ℄ 'E' Street P.I.C. 73-0.2
Install #8 Flashing Lights & Auto. Gates
10'
200'
300'
20'
S.P.T. Co. Sig. Line
8TH Street
PETERS TRUCKING
78 Foot C.L.R.
H.V. Line
TRANSPORTATION
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
WEST SACRAMENTO
Legend
S.P. Transportation Co. R. of W. Line
Red - Proposed Work
Yellow - to be Removed
Prop. ca. Xing Protection at Sacramento-Yolo Port District Xing 73-0.2
Scale 1"=100'
Oct 26 1971
V-79
15
DRAWER 66
Rev April 7, 1971

FILED
JAN 10 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROD
Deputy

AGREEMENT NO. 72-7

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and FRANK B. CLENDENEN, doing business as CLENDENEN & ASSOCIATES, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to obtain engineering advice on water matters and desires representation by a consulting engineer in water matters before public and private agencies.
2. CONTRACTOR desires to provide such consulting engineer services.

AGREEMENTS:

1. In consideration for the covenants of COUNTY, CONTRACTOR promises to perform the following services under the terms and conditions of this agreement:
   A. To provide engineering advice to the County of Yolo and its Board of Supervisors upon water matters pertaining to Yolo County, including the following:
      1) Matters pertaining to the water resources of Yolo County, present and future.
      2) Matters outside the boundaries of the county which may have a bearing upon the County of Yolo and its water resources.
   B. To represent the County as to such matters before the agencies listed below as follows:
      1) The agencies before whom representation is to be provided are as follows:

U. S. Department of Reclamation

California Department of Water Resources and its divisions

U. S. Corps of Engineers

Federal Water Quality Control Administration

U. S. Soil Conservation Service

California Division of Soil Conservation

California Water Resources Association

State Water Resources Control Board

State Reclamation Bureau

Eel River Association

Micro Fiched

Sacramento Westside Canal Association

Yolo County Water Resources Board

California Central Valleys Flood Control Association

California Senate and Assembly Water Committees

Meetings of any political subdivision within the County of Yolo as requested by the Board of Supervisors or the County Executive.

2) Presentations and policy statements shall be made only with prior approval of the Board of Supervisors.

3) Such representation shall be provided by Dr. Frank B. Clendenen or Dr. Verne H. Scott, except that other qualified engineers may act as a Yolo County representative subject to approval by the County Executive in advance.

4) There shall be submitted to the Board of Supervisors and County Executive of COUNTY a monthly report upon such appearances as to matters affecting the County of Yolo.

2. In consideration of the covenants of CONTRACTOR, COUNTY promises under the terms and conditions of this agreement to pay CONTRACTOR as full compensation for the services rendered hereunder, the sum of ONE THOUSAND DOLLARS ($1,000) per

month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. Term. The term of this agreement is one year commencing on January 1st, 1972; however, either party may terminate this agreement upon thirty days' written notice to the other.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 10th day of January, 1972.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

FRANK B. CLENDENEN, doing business as CLENDENEN & ASSOCIATES

BY _____

THIS AGREEMENT made and entered into this 17th day of January, 1972, by and between the County of Yolo, a political subdivision of the State of California, by and through the Board of Supervisors of the County of Yolo, hereinafter referred to as BOARD OF SUPERVISORS, and BARTIG, BASLER & RAY, Certified Public Accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS.

W I T N E S S E T H:

1. EMPLOYMENT. The BOARD OF SUPERVISORS has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making an audit of the books, records, and accounts of a selected group of hotels and motels which were required to file transient occupancy tax reports in the County of Yolo for the period beginning January 1, 1969 and ending December 31, 1971, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of the BOARD OF SUPERVISORS.

Micro Fiched

2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts and other records necessary to determine the accuracy of the voluntary transient occupancy tax reports filed with the County of Yolo.

3. REPORTS. Said audit shall be completed and ten (10) copies of the audit report shall be delivered to the BOARD OF SUPERVISORS not later than May 31, 1972.

4. COMPENSATION.

a. Amount: As full compensation for all services to be performed by AUDITORS, said BOARD OF SUPERVISORS hereby agrees to pay said AUDITORS a fee calculated at the rate of $11 per man hour for all services rendered, and shall not exceed the sum of $2,000.00, the amount provided for by budget authority.

b. Payment: Said compensation shall be paid upon completion of final audit report and acceptance thereof by BOARD OF SUPERVISORS.

c. Statement: AUDITORS shall submit an itemized statement with their claim for services rendered showing the number of hours worked, the name of each person who conducted any part of the audit and the number of hours worked by each such person.

5. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detailed investigation or audit not within the scope of a general audit, such circumstances shall be immediately reported to BOARD OF SUPERVISORS and if deemed necessary, this agreement may be amended to provide for a more detailed audit

FILED
JAN 17 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to BOARD OF SUPERVISORS for approval of a more detailed investigation or audit.

IN WITNESS WHEREOF, the BOARD OF SUPERVISORS has caused this agreement to be executed and the signatures of the Chairman and Clerk of the BOARD OF SUPERVISORS to be thereunto affixed, by resolution duly authorized, and the AUDITORS have executed this agreement and hereunto set his hand, all on the day and year herein first above written.

BOARD OF SUPERVISORS OF THE
COUNTY OF YOLO, STATE OF CALIFORNIA

BY: _____
Chairman

BARTIG, BASLER & RAY - AUDITORS

BY: _____
General Partner

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ATTEST:

LAURENCE P. HENIGAN, CLERK

BY: _____ Deputy
(Seal)

Approved as to Form
Dated _____
_____
County Counsel of Yolo County

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
CARLA GARCIA Deputy

AGREEMENT NO. 72-9

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Joe Heidrick and Edith Heidrick, His Wife, As Community Property

Rt. 1, Box 1215, Woodland, Calif 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 9569[illegible], hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #43 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Ethridge
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Joe Heidrich

Edith Heidrich

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 21st day of June in the year one thousand nine hundred and seventy one before me, Marvin L. Johnson, a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Joe Heidrick and Edith Heidrick, His Wife

known to me to be the person s whose name s subscribed to the within instrument and acknowledged to me that t hey executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Marvin L Johnson

Notary Public in and for the County of Yolo State of California.

My Commission Expires 4/26/75

MARVIN L. JOHNSON
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $30.00 LIABILITY $ 100.00 ORDER No. 35449

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

JOE HEIDRICK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated MAY 7, 1971 at 8:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

George L. Nash

by GEORGE L. NASH Assistant Secretary for the Company

Form No. 354

Addition to Preserve No. 43
"Exhibit A"

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

JOE HEIDRICK AND EDITH HEIDRICK,

HIS WIFE, AS COMMUNITY PROPERTY.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

The South 38.9 acres of the following described land: Beginning at a point 673.9 feet South of the Northeast corner of Section Eighteen (18), Township Nine (9) North, Range Two (2) East, M.D.B.&M., and running thence Westerly one-half mile to a line running North and South through the center of said Section 18 and to a point 671.5 feet South from the North line of said Section; thence South 77.8 rods; thence Easterly one-half mile to the East boundary of said Section 18 and to a point 77.8 rods South of the point of beginning; thence North 77.8 rods to the point of beginning.

PARCEL NO. ~~24-480-04~~ 41-030-04

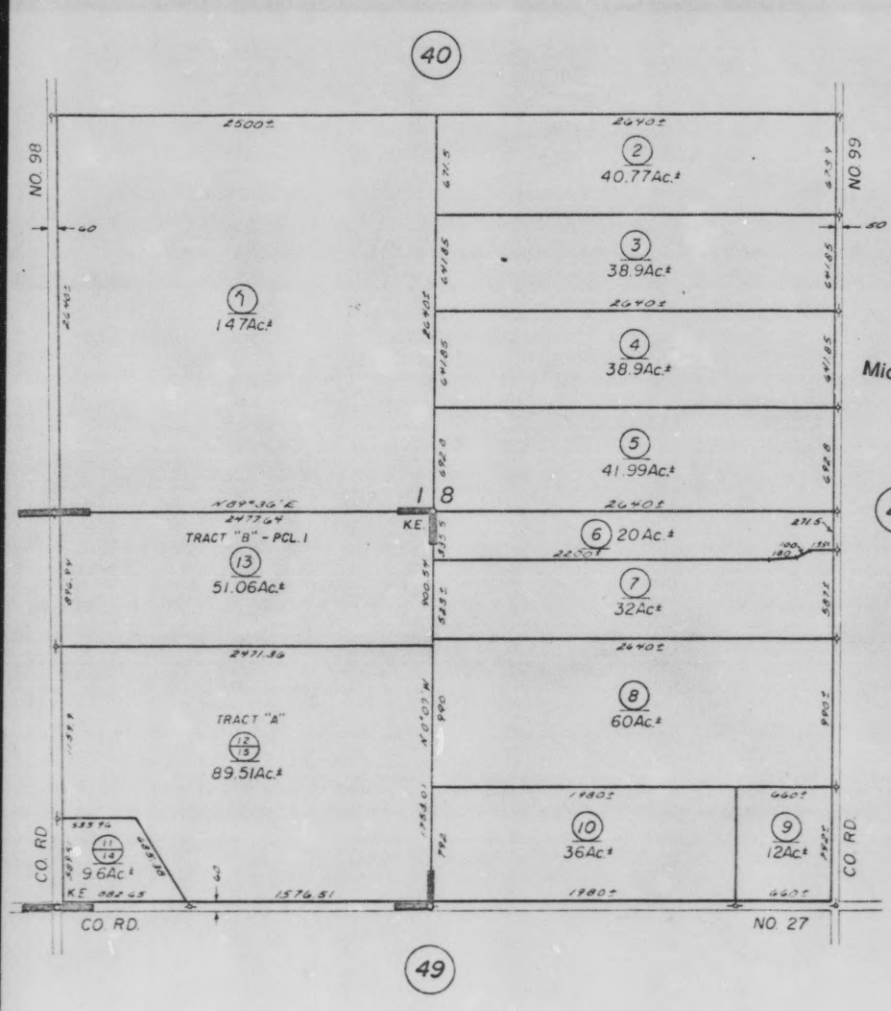
CODE AREA 87-068

Form No. 351.1

2 E., M. D. B. & M.

Area Code 87-68

24-4



Micro Fiched

Assessor's Map Bk. 24, Pg. 4
County of Yolo, Calif.

APR. 1965

rmerly por. 24-161)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-10

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between HARVEY N. PYLMAN, GARY G. PYLMAN and JOYCE PYLMAN his wife, JOHN H. PYLMAN and MARY ANNE PYLMAN, his wife

2915 North Meadow Place, Sacramento California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #56 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Harvey N Pylman

Mary E Pylman

John N Pylman

Mary Anne Pylman

Gary G Pylman

Janice Pylman

Hester H. Conner Jr. Atty.

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 25, 19 71, before me the undersigned County Clerk of the County of Yolo, personally appeared HARVEY N. PYLMAN, GARY G. PYLMAN, JOYCE PYLMAN JOHN H. PYLMAN and MARY ANNE PYLMAN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of June, 19 71.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1973

Jan L. Krogness
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25907

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 3498 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

HARVEY N. PYLMAN

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 21, 1971 at 12:51 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

Countersigned:

Vice President

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 56 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63498 **Effective Date:** June 21, 1971 at 12:51 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo **County, California, and the indices of the County Recorder of said County subsequent to** March 1, 1970 **, with respect to the name(s) of**

HARVEY N. PYLMAN, an undivided 1/2 interest; GARY G. PYLMAN and JOYCE PYLMAN, his wife, an undivided 1/4 interest; and JOHN H. PYLMAN and MARY ANNE PYLMAN, his wife, an undivided 1/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California described as follows:

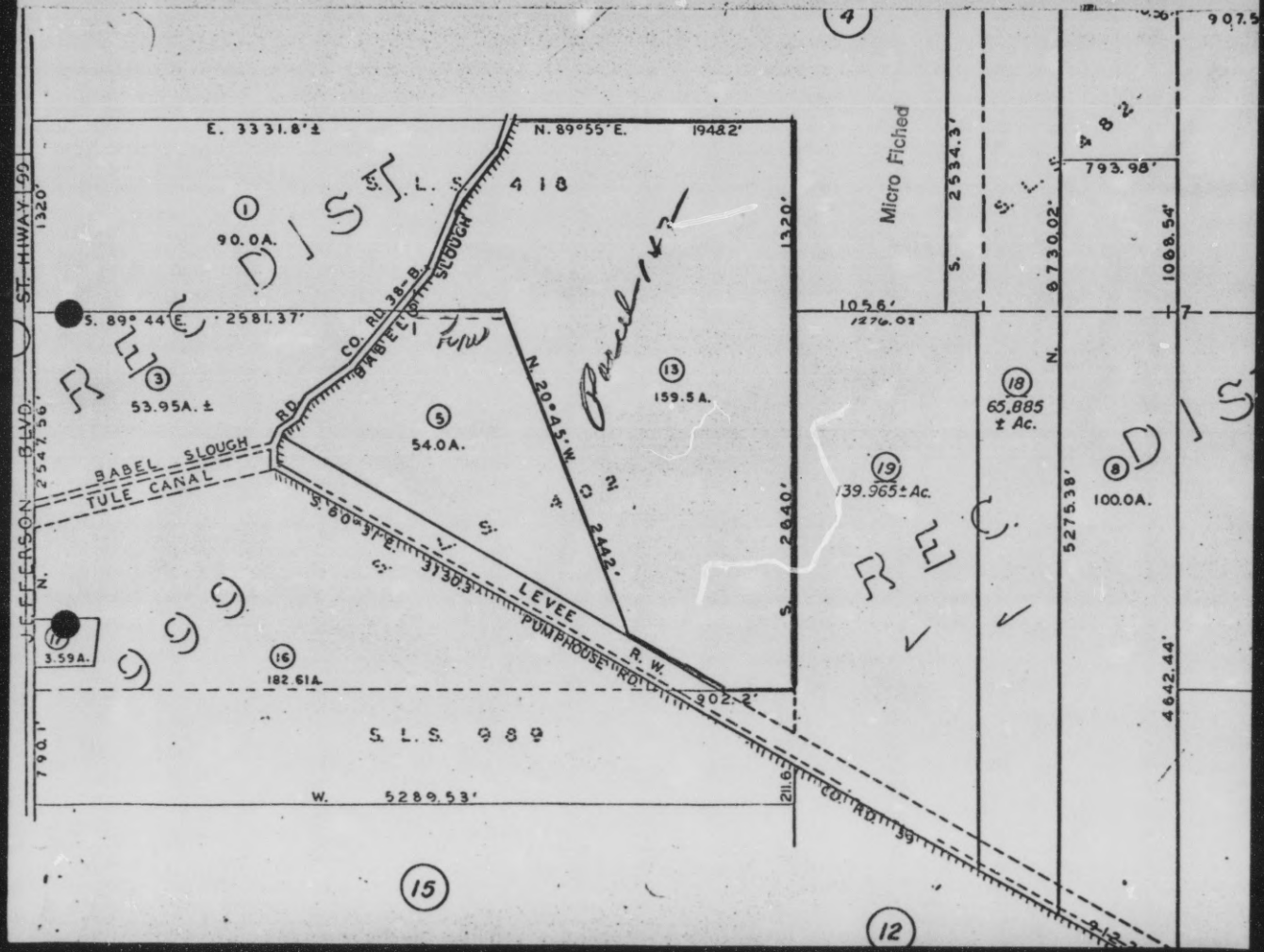
PARCEL 1: All that part of the South one-half of the North one-half of Section 18, Township 7 North, Range 4 East in Swamp Land Survey 418, lying and being East of the center of Babel Slough, and described as follows:

BEGINNING at a one inch iron pipe marking the Quarter Section corner on the East line of Section 18, in Township 7 North, Range 4 East, M.D.B & M., said point of beginning being also the southeast corner of Swamp Land Survey No. 418, and extending thence west along the Quarter Section line which is also the South line of Swamp Land Survey No. 418, a distance of 2708 feet to the center of Babel Slough; thence up and along the center line of Babel Slough North 36° 12' East 337 feet; thence North 23° 05' East 550 feet; thence North 39° 42' East 400 feet; thence North 20° 37' 30" East 251.22 feet to a point in the North line of said Swamp Land Survey No. 418; thence North 89° 55' East along the North line of said Swamp Land Survey to the Northeast corner thereof, a distance of 1948.20 feet; thence South 0° 03' East down and along the East line of said Swamp Land Survey a distance of 1323.62 feet to the point of beginning, and including 70.281 acres of land.

PARCEL 2: COMMENCING at the corner common to Sections 17, 18, 19 and 20, in Township 7 North, Range 4 East, M.D.B. & M., and running thence West 2010.18 feet to the center of a Cross Levee; thence North 60° 30' West along the center of said Cross Levee 741.84 feet to a stake; thence North 20° 45' West 2442.0 feet to a n Oak stump in a fence; thence East 2024.22 feet to the corner of a fence; thence South 0° 04' 08" West 2648.91 feet to the place of beginning, containing 90.36 acres of land and being a portion of Swamp Land Survey 402.

ALSO a right of way 25 feet wide, commencing at the oak stump at the Northwest corner af the Tract above described, and running thence WEsterly to Babel Slough.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 16-100-13, for the tax year 1970-71.


E. 3331.8'±
N. 89°55' E. 1948.2'
1320'
ST. HWY. 99
JEFFERSON BLVD.
S. 89° 44' E. 2581.37'
90.0A.
53.95A. ±
54.0A.
159.5A.
BABEL SLOUGH
TULE CANAL
CO. RD. 38-B
BABEL SLOUGH
N. 20°45' W. 2442'
Parcel 142
Future
S. 60°31' E. 3130.3'
LEVEE
PUMPHOUSE ROAD
R. W.
902.2'
3.59A.
182.61A.
S. L. S. 989
W. 5289.53'
211.6'
CO. RD. 39
2640'
1320'
Micro Fiched
2534.3'
793.98'
1068.54'
6730.02'
105.8'
1276.02'
65,885 ± Ac.
139.965± Ac.
100.0A.
5275.38'
4642.44'
907.5
4
15
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DISTRICT
DISTRICT

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-11

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Albert O. Weishahn and Alvina Weishahn

2989 Chevy Way, San Pablo, California, 94806
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #42 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA,
County of Contra Costa } ss.

On this 24th day of June in the year one thousand nine hundred and seventy one before me, Elmer Garibaldi a Notary Public, State of California, duly commissioned and sworn, personally appeared Albert O. Weishahn and Alvina Weishahn, his wife

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Contra Costa the day and year in this certificate first above written.

ELMER GARIBALDI
NOTARY PUBLIC
CONTRA COSTA COUNTY
STATE OF CALIFORNIA
My Commission Expires Dec. 1, 1974

Elmer Garibaldi
Elmer Garibaldi Notary Public, State of California.
My Commission Expires December 1, 1974

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) (Printed 11-10-67) 8221-0420-6

LAURENCE P. HENIGAN, COUNTY CLERK

TO 1551 (7-68)

TI RO 9271-032

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address, or other ref. Assessor's Parcel No. 21-390-13

a California corporation, does hereby guarantee

A. O. Weishahn
2989 Chevy Way
San Pablo, California
94806

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ALBERT O. WEISHAHN and ALVINA WEISHAHN, his wife

Deed Recorded November 15, 1960

Document No. 10781 in Book 619 of Official Records page 450 Micro Fiched

I.R.S. $ none

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

40 acres being the Northwest quarter of the Northwest quarter of Section 35, Township 10 North, Range 2 West, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 1, 1971 @ 7:30 A.M.

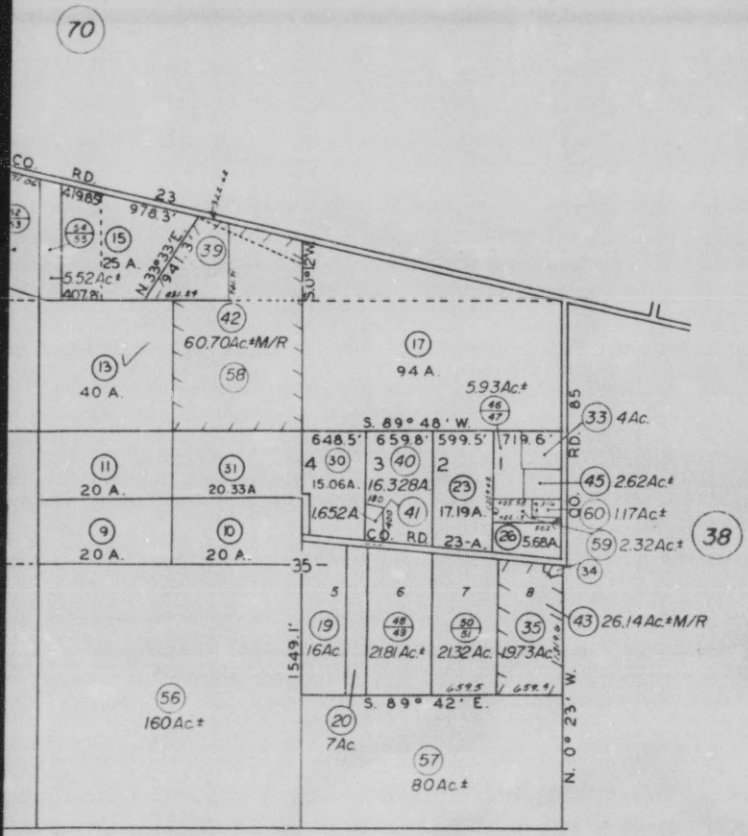
Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Boulatt SECRETARY

Addition to Reserve No. 42 Exhibit "A"

21-39



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ASSESSOR'S MAP
BOOK 21 PAGE
GEO. H. HOPPIN SUB.
COUNTY OF YOLO, CALIF.

CHG. 1 OCT 1964

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

DEC. 1950

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-12

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between MARGARET DETERDING (Mary)

1217-41st Street, Sacramento, Calif. 95819
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #89 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Thatcher
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Margaret Mary Deterding
(Margaret Deterding)

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA }
County of Sacramento } ss.

On this 25th day of June in the year one thousand nine hundred and seventy-one before me, DOROTHY CANTRELL a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Margaret Mary Deterding known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

Dorothy Cantrell
DOROTHY CANTRELL
Notary Public in and for the County of Sacramento State of California.
My Commission Expires August 5, 1974

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

(Rev. 4-71)

GUARANTEE

68 25870

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64000 Liability $140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER
Attorneys at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 1st, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Kemp Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 89 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64000 Effective Date: June 1st, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

MARGARET DETERDING

The following described property vests in: MARGARET MARY DETERDING

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

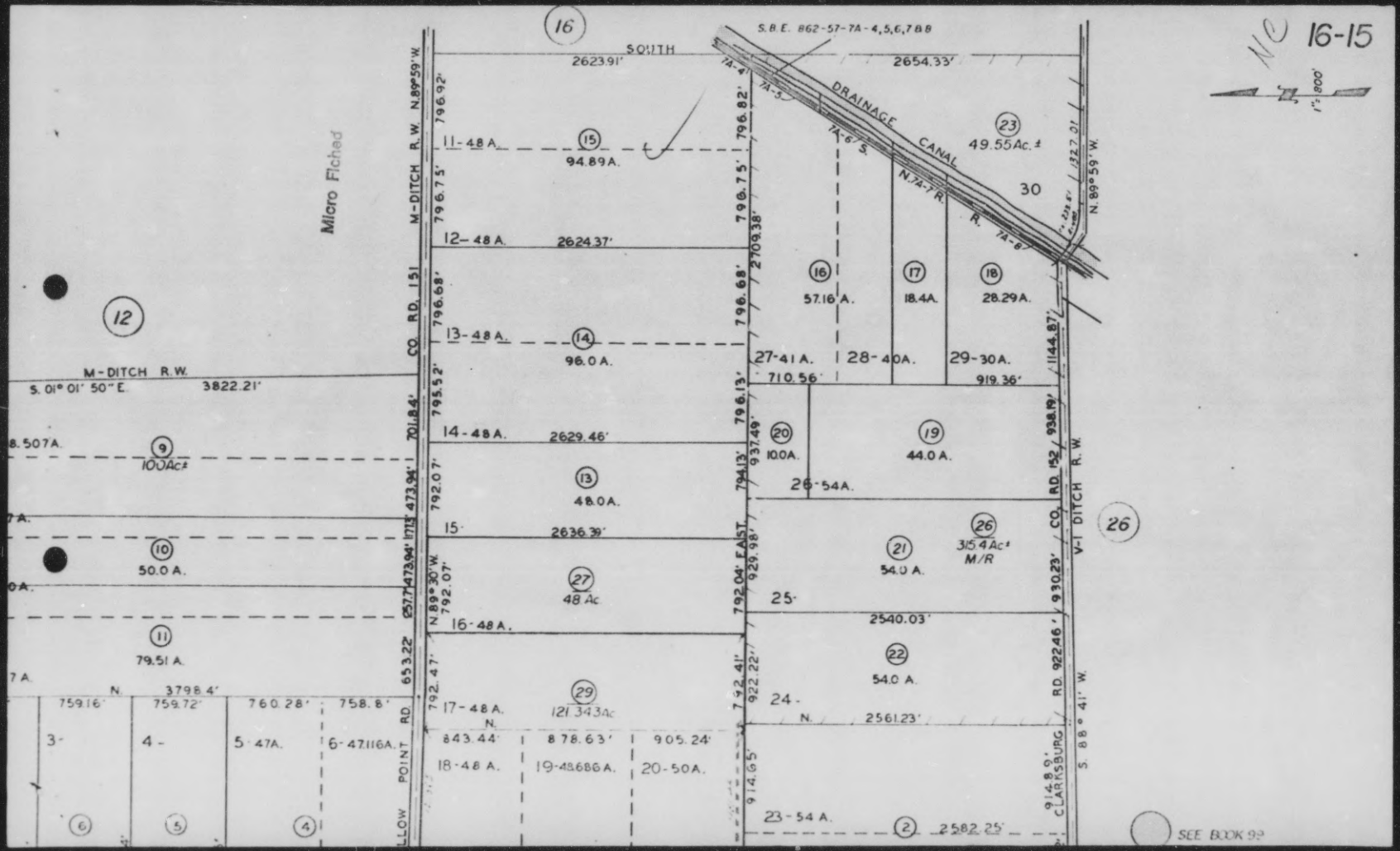
Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

Lots 11 and 12, Holland Land Company Subdivision No.5, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 19, 1921, in Book 3 of Maps, at page 36, Yolo County Records.

SAVING AND EXCEPTING THEREFROM all that certain real property conveyed by Mary H. Church, a widow, to Sacramento Northern Railway, a corporation, dated January 17, 1929, and recorded January 21, 1929, in Book 5 of Official Records, at page 76, being a portion of Lot 11.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 16-150-15 for the tax year 1970-71.


16-15
1"=800'
16
SOUTH
2623.91'
S.B.E. 862-57-7A-4,5,6,7&8
2654.33'
DRAINAGE CANAL
23
49.55Ac.±
30
N 89°59' W.
327.01'
11-48 A.
15
94.89A.
796.92'
796.75'
796.82'
796.75'
12-48 A.
2624.37'
2709.38'
796.68'
796.68'
16
57.16 A.
17
18.4A.
18
28.29A.
13-48 A.
14
96.0 A.
27-41 A.
28-40A.
29-30A.
710.56'
919.36'
1144.87'
795.52'
796.13'
14-48 A.
2629.46'
20
10.0A.
19
44.0 A.
937.49'
938.19'
13
48.0A.
26-54A.
792.07'
794.13'
15
2636.39'
26
315.4Ac±
M/R
21
54.0 A.
929.98'
930.23'
27
48 Ac
25
16-48 A.
2540.03'
792.07'
792.04' EAST
792.41'
792.22'
22
54.0 A.
24
2561.23'
N.
843.44'
878.63'
905.24'
17-48 A.
29
121.343Ac
18-48 A.
19-48.686A.
20-50A.
914.65'
914.89'
23-54 A.
2
2582.25'
S 88° 41' W.
12
M-DITCH R.W.
S. 01° 01' 50" E.
3822.21'
8.507A.
9
100Ac±
10
50.0 A.
11
79.51 A.
N.
3798.4'
759.16'
759.72'
760.28'
758.8'
3-
4-
5-47A.
6-47.116A.
6
5
4
M-DITCH R.W. N.89°59'W.
CO. RD. 151
N 89°30' W.
792.07'
653.22'
473.94'
701.84'
CO. RD. 152
V-T DITCH R.W.
RD. 92246'
CLARKSBURG
LLOW POINT RD.
Micro Fiched
SEE BOOK 99

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-13

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between the Estate of Eula Glide Elliott, also known as Eula G. Elliott, deceased, through R. H. Elliott, Jr., Executor of her estate,

820 Bates Avenue, El Cerrito, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #56 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Estate of EULA GLIDE ELLIOTT, also known as EULA G. ELLIOTT, deceased

By _____
R. H. Elliott, Jr., Executor

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

State of California }
County of ALAMEDA } SS

On This 24th day of June in the year One Thousand Nine Hundred and Seventy One before me EUGENE ELERDING a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared R. H. ELLIOTT, JR. known to me to be the person described in and whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Eugene Elerding Notary Public
In and for said County of Alameda State of California

EUGENE ELERDING
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires July 2, 1972

GENERAL ACKNOWLEDGMENT
My Commission Expires
FORM NT-63-1 PICA Oakland, Calif.

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

EXHIBIT "A"

Description:

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1: BEGINNING at a point, said point being the intersection of the center line of the Tule Canal with the line running East and West and distant 3603.5 feet north from the Southwest corner of Section 6, T. 7 N. R. 4 E., M.D.B.&M., and running thence Northeasterly along the center of the Tule Canal to a point on a line running East and West and distant 6343.8 feet North from the Southwest corner of said Section 6; thence East at about 500 feet to a 16 inch iron pipe about 4 feet long, 2 feet in the ground and filled with concrete, which is North 6343.8 feet and East 2945.1 feet from the Southwest corner of said Section 6, and from it running along the same course 2100.0 feet further East to a similar iron pipe, and from it running along the same course 2555.2 feet further East to a similar iron pipe, and, at a total of about 5480 feet East, to the Westerly bank of the Sacramento River; thence Southerly down the said bank following the meanders thereof to a point due East from the point of beginning; thence West at about 310 feet to a similar iron pipe, and from it running along the same course 3795.7 feet further West to a similar iron pipe, and from it running along the same course 3171.4 feet further West to a similar iron pipe which is North 3603.5 feet and East 1937.4 feet from the Southwest corner of said Section 6, and at a total of about 7725 feet west, to the point of beginning, being parts of Swamp Land Surveys No. 2259, No. 295, No. 794, No. 775 and No. 1056.

Micro Fiched

EXCEPTING THEREFROM THE land conveyed by this descirption being about 363 acres of which 331.68 acres are inside the levees.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed to Elizabeth Elliott, et al., recorded September 3, 1968 in Book 890 of Official Records, page 515.

PARCEL #2: BEGINNING at a point of intersection of the Easterly line of the Sacramento Northern Railroad right of way with the Northerly line of that certain tract of land described in Deeds dated June 19, 1957 and recorded in Book 521 of Official Records of Yolo County at page 408, 411 and 413, said point of beginning also being situate North 62° 49' East a distance of 40.12 feet from the point in the center line of the Sacramento Northern Railway Survey designated Engineer Station 74+37.10 P.O.T. and extending thence from said point of beginning along the center line of a ditch North 62° 49' East 1573.88 feet to a point in the center of the ditch thence South 22° 41' 40" East 3.00 feet to a 1½ inch iron pipe monument with a 2 inch head set in the ditch bank; thence continuing along the same course, South 22° 41' 40" East 653.7 feet to the Southerly line of the property described in the deeds hereinabove mentioned; thence along said Southerly line, South 67° 15' West 453.16 feet; thence continuing along said Southerly property line, South 37° 15' West 658.02 feet and West 591.54 feet to the point of intersection with the Easterly line of said Railroad right of way; thence along said right of way line

(continued on next page)

North 22° 45' West 635.29 feet to the point of beginning and containing 26.30 acres of land.

EXCEPTING THEREFROM an undivided one-half interest in and to all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character contained in or under said premises as reserved in deed from Ellsworth G. Zacarias et ux to Manuel S. Conderio et ux recorded in Book 199 of Official Records, page 108.

NOTE: Off record information indicates that Eula Glide Elliott is deceased and her estate is in probate in Superior Court of Alameda County as Case No. 189401. R. H. Elliott, Jr. is the duly appointed and acting executor by letters testamentary dated April 22, 1971 issued out of said estate.

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102-600

(Name, Address and Telephone No. of Attorney)

EUGENE KLEADING
711 Wells Fargo Bank Building
2140 Shattuck Avenue
Berkeley, California 94704
Telephone: 845-3696
Attorney for Executor

(Space Below for Use of Court Clerk Only)

(ENDORSED)
FILED
APR 22 1971
JACK G. BLUE, County Clerk
R. L. HUNTER, Deputy

Attorney..... for Executor

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Estate of

EULA OLIDE ELLIOTT,
Deceased.

No. 189401

LETTERS TESTAMENTARY

Micro Fiched

STATE OF CALIFORNIA, COUNTY OF ALAMEDA:

The last will of the above named decedent having been proved in the above entitled court,

ROY HOLLIDAY ELLIOTT, JR., also known as R. H. ELLIOTT, JR.

who is named therein as such, is hereby appointed executor thereof.
(is/are) (is/are)

Witness, JACK G. BLUE, clerk of the above entitled court, with the seal of the court affixed.

Dated April 22, 1971.

(SEAL)

By order of the court.

JACK G. BLUE, Clerk

By R. L. Hunter
Deputy Clerk

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executor of the last will of the above named decedent.

Executed on April 22, 1971 (Date), at Berkeley (Place), California.

ROY HOLLIDAY ELLIOTT, JR.
also known as
ROY H. ELLIOTT, JR.

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated MAY 19 1971

(SEAL)

JACK G. BLUE, Clerk

By D. Woodruff, Deputy Clerk

TO 1551 (7-68)

RO 9271-029

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel No.
16-030-03, 16-030-08,
16-030-16, Parcel No. 1
16-030-07, Parcel No. 2

a California corporation, does hereby guarantee

Roy H. Elliott, Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

EULA GLIDE ELLIOTT by the deed recorded October 9, 1920 in Book 99 of Deeds at page 426, IRS None, as to Parcel No. 1; and EULA G. ELLIOTT

Deed Recorded November 28, 1958

Micro Fiched

Document No. 9278

I.R.S. $ 24.20

Record Description: SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 56

EXHIBIT "A"

Description:

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1: BEGINNING at a point, said point being the intersection of the center line of the Tule Canal with the line running East and West and distant 3603.5 feet North from the Southwest corner of Section 6, T. 7 N., R. 4 E., M.D.B.&M., and running thence Northeasterly along the center of the Tule Canal to a point on a line running East and West and distant 6343.8 feet North from the Southwest corner of said Section 6; thence East at about 500 feet to a 16 inch iron pipe about 4feet long, 2 feet in the ground and filled with concrete, which is North 6343.8 feet and East 2945.1 feet from the Southwest corner of said Section 6, and from it running along the same course 2100.0 feet further East to a similar iron pipe, and from it running along the same course 2555.2 feet further East to a similar iron pipe, and, at a total of about 5480 feet East, to the Westerly bank of the Sacramento River; thence Southerly down the said bank following the meanders thereof to a point due East from the point of beginning; thence West at about 310 feet to a similar iron pipe, and from it running along the same course 3795.7 feet further West to a similar iron pipe, and from it running along the same course 3171.4 feet further West to a similar iron pipe which is North 3603.5 feet and East 1937.4 feet from the Southwest corner of said Section 6, and at a total of about 7725 feet West, to the point of beginning, being parts of Swamp Land Surveys No. 2259, No. 295, No. 794, No. 775 and No. 1056, the land conveyed by this description being about 363 acres of which 331.68 acres are inside the levees.

Micro Fiched

EXCEPTING THEREFROM that tract of land deeded by Henry Hyser to Manuel Contents, the description of which is recorded in Book 54 of Deeds, page 303, of Yolo County Records, and is as follows: Commencing at a point 7.22 chains South and 9.39 chains East from the one quarter Section corner between Sections 5 and 32, Ts. 7 and 8 North, R. 4 E., M.D.B.&M., which point is the lower corner on the west bank of the Sacramento River of Swamp Land Survey No. 794 of Yolo County Swamp Land Surveys, and running thence along the said lower line S. 67 deg. 15' W. 10.31 chains; thence S. 37 deg. 15' W. 9.97 chains, to the fence built by J. H. Glide; thence along said fence West 9.29 chains to a marked fence post; thence N. 22 deg. 45' W. 16.66 chains leaving lake to the west, to a post set in an old ditch; thence N. 62 deg. 45' E. 26.0 chains along the center of said old ditch to the Sacramento River Levee, and continuing in the same course to the bank of the said Sacramento River; thence down the River S. 28 deg. 00' E. 17.02 chains to the place of beginning, containing 48.51 acres.

ALSO EXCEPTING THEREFROM that portion thereof described in the deed to Elizabeth Elliott, et al, recorded September 3, 1968 in Book 890 of Official Records, page 515.

PARCEL #2: BEGINNING at a point of intersection of the Easterly line of the Sacramento Northern Railroad right of way with the Northerly line

Description Parcel #2 continued

of that certain tract of land described in Deeds dated June 19, 1957 and recorded in Book 521 of Official Records of Yolo County at page 408,, 411 and 413, said point of beginning also being situate North 62 deg. 49' East a distance of 40.12 feet from the point in the center line of the Sacramento Northern Railway SUrvey designated Engineer Station 74+37.10 P.O.T. and extending thence from said point of beginning along the center line of a ditch North 62 deg. 49' East 1573.88 feet to a point in the center of the ditch; thence South 22 deg. 41' 40" East 3.00 feet to a 1¼ inch iron pipe monument with a 2 inch head set in the ditch bank; thence continuing along the same course, South 22 deg. 41' 40" East 653.7 feet to the Southerly line of the property described in the deeds hereinabove mentioned; thence along said Southerly line, South 67 deg. 15' West 453.16 feet; thence continuing along said Southerly property line, South 37 deg. 15' West 658.02 feet and West 591.54 feet to the point of intersection with the Easterly line of said Railroad right of way; thence along said right of way line North 22 deg. 45' West 635.29 feet to the point of beginning and containing 26.30 acres of land.

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EXCEPTING THEREFROM an undivided one-half interest in and to all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character contained in or under said premises as reserved in deed from Ellsworth G. Zacarias et ux to Manuel S. Conderio et ux recorded in Book 199 of Official Records, page 108.

NOTE: Off record information indicates that Eula Glide Elliott is deceased and her estate is in probate in Superior Court of Alameda County as Case No. 189401. R. H. Elliott, Jr. is the duly appointed and acting executor by letters testamentary dated April 22, 1971 issued out of said estate.

pi

16-03
E 3800'±
1300'±
S.L.S. 295
34.8A.±
1700'±
N 62° 45' E
19.75A
5.33A
26.3A
600'±
31.46A±
S.B.E. 862-51-6A-2
CO. SACRAMENTO RD 139
E 5200'±
E 2100'±
S.B.E. 862-51-4-1A
17
502Ac±
16
201.66Ac±
13
567.66A.±
9
66.34A.±
T 6 N
R 5 E
MDB&M
S.L.S. 772
SLOUGH
RIVER RD
S.L.S. 782
10
170.0A.±
CO. RD 38-B
BABEL
Micro Fiched
2900'±
105.6
E 2600'±
3250'±

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-14

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972 by and between ELIZABETH ELLIOTT, ROY HOLLIDAY ELLIOTT & EULA CLYDE ELLIOTT, GUARDIAN OF THE ESTATE OF LINDA CHRISTINE ELLIOTT, A MINOR ATTAINING AGE ON JULY 2, 1971,
(mailing address) 820 Bates, El Cerrito, Cal
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #56 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Elizabeth Elliott

Ray Wallace Elliott Jr.

By Wallace Elliott Jr. Exec. of

Est. of Eula Gaide Elliott, Dec.

Linda Christine Elliott A Minor

Who Attains Age Of Majority

July 2, 1971.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

State of California
County of ALAMEDA } SS

On This 28th day of June in the year One Thousand Nine Hundred and Seventy-One before me EUGENE ELERDING a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared ROY HOLLIDAY ELLIOTT, JR ELIZABETH ELLIOTT and LINDA CHRISTINE ELLIOTT, and R. H. ELLIOTT, JR., executor,

known to me to be the person s described in and whose name s are subscribed to the within instrument,

and they acknowledged to me that they executed the same

EUGENE ELERDING NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY My Commission Expires July 8, 1975

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and in this certificate first above written.

GENERAL ACKNOWLEDGMENT

My Commission Expires

Notary Public In and for said County of Alameda State of California

EXHIBIT "A"

ELIZABETH ELLIOTT, as to an undivided 1/3 interest, and ROY HOLLIDAY ELLIOTT, JR., as to an undivided 1/3 interest by the deed recorded December 27, 1946 in Book 253 of Official Records, page 332, IRS none; and EULA GLIDE ELLIOTT, as guardian of the estate of Linda Christine Elliott, a minor, by the decree of distribution recorded May 27, 1953 in Book 395 of Official Records, page 86, as to an undivided 1/3 interest.

NOTE: Off record information indicates that Eula Glide Elliott is deceased and her estate is in probate in Superior Court of Alameda County, Case No. 189401. R. H. Elliott, Jr. is the duly appointed and acting executor by letters testamentary dated April 22, 1971 issued out of said estate.

Micro Fiched

EXHIBIT "B"

All that real property situate in the County of Yolo, State of California, described as follows:

All that portion of Swamp Land Surveys Nos. 276 and 277, Yolo County Surveys, described as follows: Beginning at a point which is S. 43° 40' W. 43.60 chains from the southeast corner of Swamp Land Survey No. 782, and S. 43° 40' W. 4.97 chains from the southeast corner of said Survey No. 276; thence S. 43° 40' W. 37.70 chains more or less, to the southerly boundary line of said survey No. 277; thence along said southerly boundary west 7.00 chains; North 14.00 chains; N. 84° 45' W. 11.05 chains; N. 55° 45' W. 8.00 chains to Babel Slough and the Westerly boundary of said Survey No. 277; thence along Babel Slough and said westerly boundary N. 8° 20' E. 8.00 chains; N. 35° 00' E. 4.37 chains to the southwest corner of said Survey No. 276; thence along Babel Slough and the westerly boundary of said Survey No. 276, N. 28° 00' E. 4.00 chains; N. 1° 40' E. 3.70 chains; N. 16° 30' E. 4.29 chains; N. 64° 40' E. 7.31 chains; N. 57° 50' E. 0.34 chains; thence leaving Babel Slouth and said westerly boundary S. 46° 20' E. 32.10 chains, more or less, to the centerline of a drainage ditch; thence along said drainage ditch N. 81° 00' E. 5.46 chains; N. 45° 40' E. 2.60 chains; and N. 79° 40' E. 6.14 chains more or less, to the point of beginning, and containing 104.46 acres.

102-600

(Name, Address and Telephone No. of Attorney)

EUGENE KLERDING
711 Wells Fargo Bank Building
2140 Shattuck Avenue
Berkeley, California 94704
Telephone: 845-3696
Attorney for Executor

Attorney..... for Execut...or.....

(Space Below for Use of Court Clerk Only)

(ENDORSED)
FILED
APR 22 1971
JACK G. BLUE, County Clerk
R. L. HUNTER, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Estate of

EULA GLIDE ELLIOTT,
Deceased.

Micro Fiched

No. 189401

LETTERS TESTAMENTARY

STATE OF CALIFORNIA, COUNTY OF ALAMEDA:

The last will of the above named decedent having been proved in the above entitled court,

ROY HOLLIDAY ELLIOTT, JR., also known as R. H. ELLIOTT, JR.

who is named therein as such, is hereby appointed executor thereof.

Witness, JACK G. BLUE, clerk of the above entitled court, with the seal of the court affixed.

Dated April 22, 1971.

(SEAL)

By order of the court.

JACK G. BLUE, Clerk
By R. L. Hunter, Deputy Clerk

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executor of the last will of the above named decedent.

Executed on April 22, 1971 (Date), at Berkeley (Place), California.

ROY HOLLIDAY ELLIOTT, JR.
also known as
ROY H. ELLIOTT, JR.

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated MAY 19 1971

(SEAL)

JACK G. BLUE, Clerk
By D. Woodley, Deputy Clerk

TO 1551 (7-68)

TI

RO 9271-031

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel No.
16-040-04

a California corporation, does hereby guarantee

Roy H. Elliott, Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

SEE EXHIBIT "A" ATTACHED

Deed Recorded

Document No.

I.R.S. $

Micro Fiched

Record Description:

SEE EXHIBIT "B" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

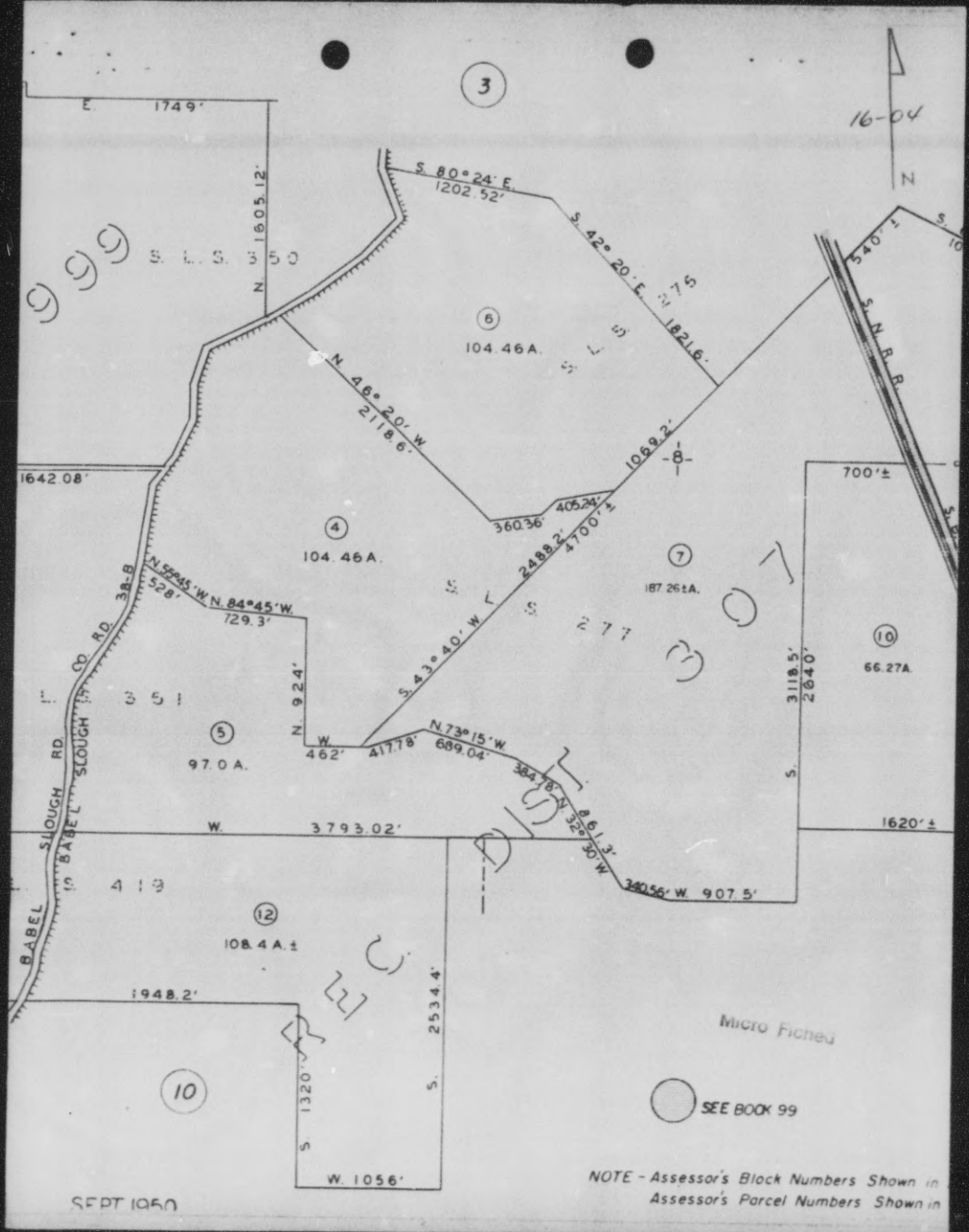
Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 56


3
16-04
N
E. 1749'
N. 1605.12'
S. 80° 24' E.
1202.52'
S. 42° 20' E.
N. 182.16'
104.46A.
N. 46° 20' W.
2118.6'
1642.08'
1068.2'
360.36'
405.24'
4700'±
700'±
340'±
S. N. R. R.
104.46A.
N. 55°45' W.
528'
N. 84°45' W.
729.3'
38.8
N. 9.24'
W. 462'
417.78'
S. 43° 40' W.
2488.2'
187.26±A.
66.27A.
3118.5'
2640'
S.
97.0A.
N. 73° 15' W.
689.04'
384.8'
N. 32° 30' W.
861.3'
W. 3793.02'
1620'±
340.56' W. 907.5'
108.4A.±
1948.2'
S. 1320'
S. 2534.4'
W. 1056'
10
SEE BOOK 99
Micro Fiched
NOTE - Assessor's Block Numbers Shown in
Assessor's Parcel Numbers Shown in
SEPT 1950

AGREEMENT NO. 72-15

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Estate of Eula Glide Wilson, also known as Eula G. Wilson, deceased, through A. H. Wright, Jr., executor of the estate,

820 Bates Ave, El Cerrito, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #56 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Estate of SULA GLIDE ELLIOTT, also known as SULA G. ELLIOTT, deceased

_____
R. H. ELLIOTT, JR., Executor

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia DEPUTY

State of California
County of ALAMEDA } SS

On This 24th day of June in the year One Thousand Nine Hundred and Seventy One before me EUGENE ELERDING a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared R. H. ELLIOTT, JR.

known to me to be the person described in and whose name is subscribed to the within instrument,

and he acknowledged to me that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

EUGENE ELERDING
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires July 9, 1972

Eugene Elerding NOTARY PUBLIC
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires
FORM NF16X-1 PICA Oakland, Calif.

TO 1551 (7-68)

TI

RO 9271-028

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel
16-050-02

a California corporation, does hereby guarantee

Roy H. Elliott, Jr.
820 Bates
El Cerrito, California
94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

EULA GLIDE ELLIOTT

Deed Recorded May 5, 1937

Micro Fiched

Document No. --- in Book 97 of Official Records page 377

I.R.S. $None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

All of Swamp Land Survey 269, Yolo County Surveys, containing 186.40 acres more or less.
NOTE: Off record information indicates that Eula Glide Elliott is deceased and her estate is in probate in Superior Court of Alameda County as Case No. 189401. R. H. Elliott, Jr. is the duly appointed and acting executor by letters testamentary dated April 22, 1971 issued out of said estate.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 14, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

EUGENE ELERDING
711 Wells Fargo Building
2140 Shattuck Avenue
Berkeley, California 94704
Telephone: 845-3696

Attorney for Executor

(ENDORSED)
FILED
JUN 24 1971
JACK G. BLUE, County Clerk
JAMES KITTERMAN

(ENDORSED)
FILED
JUN 24 1971
JACK G. BLUE, County Clerk
JAMES KITTERMAN

Micro Fiched

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

In the Matter of the Estate of) No. 189401 Dept. 41

EULA GLIDE ELLIOTT,) ORDER AUTHORIZING EXECUTOR TO FILE APPLICATIONS FOR ZONE CHANGE AND INCLUSION OF PROPERTY IN AN AGRICULTURAL PRESERVE

Deceased)

The petition of R. H. ELLIOTT, JR., executor herein, coming on regularly for hearing this 23rd day of June, 1971, and it appearing to the Court and the Court finds:

That notice of the time and place of the hearing of the Petition for an Order Authorizing Executor to File Applications for Zone Change and Inclusion of Property in an Agricultural Preserve, has been given in the manner and form as required by law.

That all of the allegations in said Petition are true and that the best interests of the above estate and the persons interested therein will be served by the said Petition being granted and the executor being authorized as prayed in said Petition, and good cause appearing,

IT IS HEREBY ORDERED that said executor be, and he is hereby authorized as follows:

1. To have prepared and filed with the Yolo County Planning Department applications as to Parcel ONE and Parcel TWO, respectively, as hereinafter so designated and described, for zone change and inclusion of said parcels of real property in an

Agricultural Preserve.

2. To obtain and pay, with moneys of the estate, for all needed title company reports.

3. To execute and file with said applications the required Land Use Contracts and any other required documents; and

4. To pay the required filing fees with moneys of the estate and do any and all other acts and things necessary, required and proper for such purpose.

5. That the real property hereinabove referred to is in two (2) parcels, both situated in Yolo County, State of California, and described as follows:

Micro Fiched

Done in open Court the 23rd day of June, 1971, and this written Order presented for signature and signed this 24th day of June, 1971.

Donald K. Davis
Judge of the Superior Court

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: JUN 24 1971
JACK C. BLUE, County Clerk
By _____ Deputy

Micro Fiched

102-600

(Name, Address and Telephone No. of Attorney)

EUGENE KLERDING
711 Wells Fargo Bank Building
2140 Shattuck Avenue
Berkeley, California 94704
Telephone: 845-3696
Attorney for Executor

Attorney..... for Executor.....

(Space Below for Use of Court Clerk Only)

(ENDORSED)
FILED
APR 22 1971
JACK G. BLUE, County Clerk
R. L. HUNTER, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Estate of

ROLA GLIDE ELLIOTT,
Deceased.

No. 189401

LETTERS TESTAMENTARY

Micro Fiched

STATE OF CALIFORNIA, COUNTY OF ALAMEDA:

The last will of the above named decedent having been proved in the above entitled court,

ROY HOLLIDAY ELLIOTT, JR., also known as R. H. ELLIOTT, JR.

who is named therein as such, is hereby appointed executor thereof.

Witness, JACK G. BLUE, clerk of the above entitled court, with the seal of the court affixed.

Dated April 22, 1971.

(SEAL)

By order of the court.

JACK G. BLUE, Clerk

By R. L. Hunter, Deputy Clerk

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executor of the last will of the above named decedent.

Executed on April 22, 1971 (Date), at Berkeley (Place), California.

ROY HOLLIDAY ELLIOTT, JR.
also known as
ROY H. ELLIOTT, JR.

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated MAY 19 1971

(SEAL)

JACK G. BLUE, Clerk

By D. Woodruff, Deputy Clerk

TO 1551 (7-68)

RO 9271-028

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
16-050-02

a California corporation, does hereby guarantee

Roy H. Elliott, Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

EULA GLIDE ELLIOTT

Micro Fiched

Deed Recorded May 5, 1937

Document No. --- in Book 97 of Official Records page 377

I.R.S. $ none

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

All of Swamp Land Survey 269, Yolo County Surveys, containing 186.40 acres more or less.

NOTE: Off record information indicates that Eula Glide Elliott is deceased and her estate is in probate in Superior Court of Alameda County as Case No. 18940. R. H. Elliott, Jr. is the duly appointed and acting executor by letters testamentary dated April 22, 1971 issued out of said estate.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

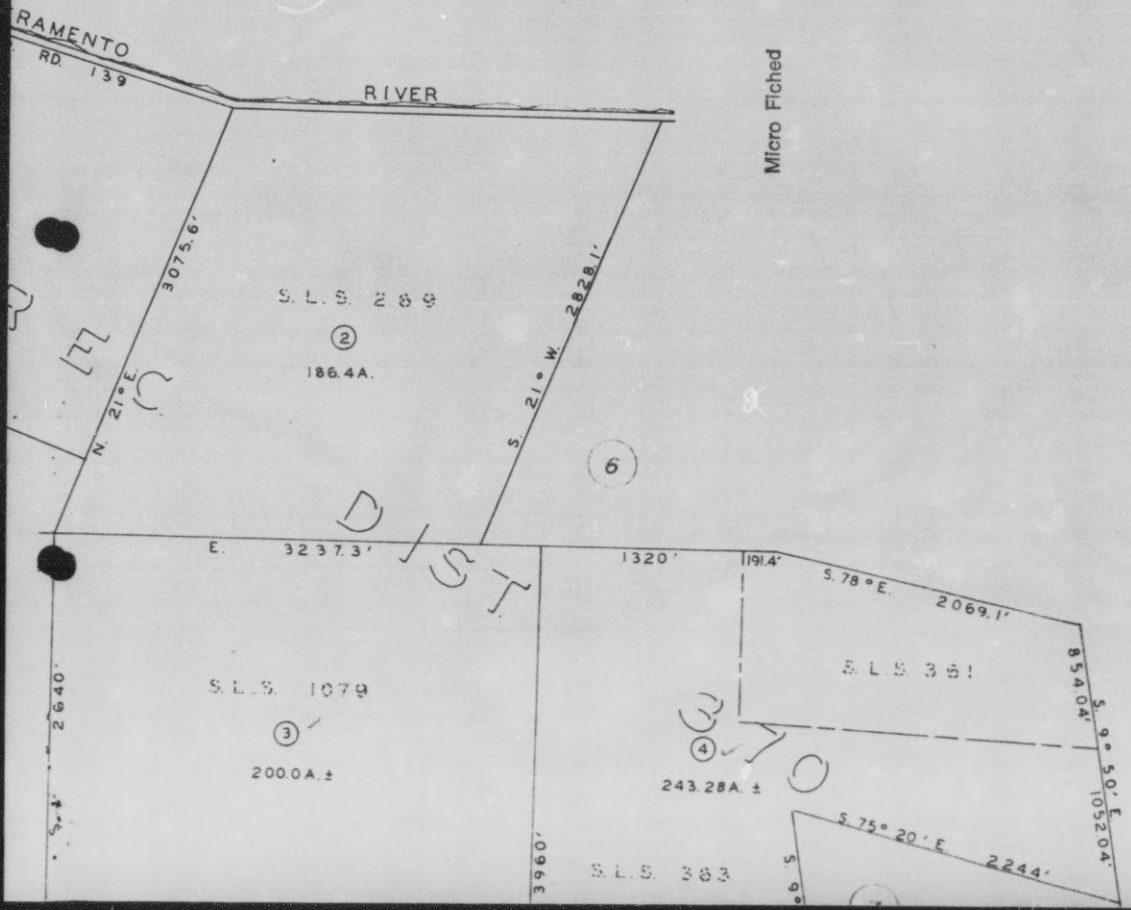
Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 56

16-05


RAMENTO
RD. 139
RIVER
Micro Fiched
1" = 800'
N. 21° E. 3075.6'
S. L. S. 288
2
186.4A.
S. 21° W. 2828.1'
6
E. 3237.3'
1320'
191.4'
S. 78° E. 2069.1'
S. L. S. 1079
3
200.0A. ±
2640'
S. L. S. 361
854.04'
S. 9° 50' E. 1052.04'
4
243.28A. ±
S. 75° 20' E. 2244'
3960'
S. L. S. 383

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-16

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Elizabeth Elliott, Roy H. Elliott Jr. and Wells Fargo Bank & Roy H. Elliott Jr., Trustees under Agreement Dated Jan. 27, 1955 w/ Eula Glide Elliott 820 Bates, El Cerrito, Ca. (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #56 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

WELLS FARGO BANK

By _____
ASSISTANT VICE PRESIDENT AND TRUST OFFICER

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

State of California
County of San Francisco } SS

– ACKNOWLEDGMENT – General –

On this 25th day of June A. D. 1971 before me,
ALICE MARIE WIGFALL
a Notary Public in and for the said County and State, residing therein duly commissioned and sworn, personally appeared Roy H. Elliott, Jr.

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
ALICE MARIE WIGFALL
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 15, 1973
555 Sutter St., Apt. 10-J, San Francisco, Calif. 94102

Alice Marie Wigfall
Notary Public in and for said County and State of California

My Commission Expires July 15, 1973

NP 2 2/70 070

State of California
County of ALAMEDA } SS

On This 28th day of June in the year One Thousand Nine Hundred and Seventy-one before me EUGENE ELERDING a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared ROY H. ELLIOTT, JR.

known to me to be the person described in and whose name is subscribed to the within instrument,

and he acknowledged to me that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

EUGENE ELERDING
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires July 9, 1972

Notary Public
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires
FORM NF28X-1 PICA Oakland, Calif.

Micro Fiched

State of California
County of ALAMEDA } SS

On This 28th day of June in the year One Thousand Nine Hundred and Seventy-One before me EUGENE ELERDING a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared ELIZABETH ELLIOTT

known to me to be the person described in and whose name is subscribed to the within instrument,

and She acknowledged to me that She executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

EUGENE ELERDING
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires July 9, 1972

Notary Public
In and for said County of Alameda State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires
FORM NF28X-1 PICA Oakland, Calif.

STATE OF CALIFORNIA } ss.
County of San Francisco }

CORPORATION ACKNOWLEDGEMENT

On this 25th day of June in the year one thousand nine hundred and Seventy One before me ALICE MARIE WISEALL, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared A. F. Sefton

known to me to be the Assistant Vice President & trust Officer of the corporation described in and that executed the within instruments, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

ALICE MARIE WISEALL
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires July 15, 1973

Notary Public in and for said County and State

My Commission Expires July 15, 1973

OFFICIAL SEAL
ALICE MARIE WISEALL
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires July 15, 1973

355 Serrano Dr., Apt. 10 L, San Francisco, Calif. 94132

EXHIBIT "A"

ELIZABETH ELLIOTT, an unmarried woman, ROY H. ELLIOTT, JR., a married man, as his separate property; and WELLS FARGO BANK and ROY H. ELLIOTT, JR., trustees under agreement dated January 27, 1955, with EULA GLIDE ELLIOTT, for benefit of LINDA CHRISTINE ELLIOTT, an undivided one-third (1/3) interest to each.

EXHIBIT "B"

All that real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at a point said point being the intersection of the center line of the Tule Canal with the line running East andWest and distant 3603.5 feet North from the Southwest corner of Section 6, T. 7 N. R. 4 E., M.D. B.&M., and running thence Northeasterly along the center of the Tule Canal to a point on a line running East and West and distant 6343.8 feet North from the Southwest corner of said Section 6; thence East about 500. feet to a 16-inch iron pipe about four feet long, two feet in the ground and filled with concrete, which is North 6343.8 feet and East 2945.1 feet from the Southwest corner of said Section 6, and from it running along the same course 455. feet further East (a total of about 955. feet) to the center line of a ditch running in a North-South direction; thence Southerly along the center line of said ditch a distance of approximately 2740. feet to a point due East of the point of beginning; thence West approximately 1915. feet to the point of beginning; containing 90.2 acres more or less.

pi

Micro Fiched

(Name, Address and Telephone No. of Attorney)

EUGENE KLEEDING
711 Wells Fargo Bank Building
2140 Shattuck Avenue
Berkeley, California 94704
Telephone: 845-3696
Attorney for Executor

Attorney..... for Execut...or.....

(Space Below for Use of Court Clerk Only)

(ENDORSED)
FILED
APR 22 1971
JACK G. BLUE, County Clerk
R. L. HUNTER, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

Estate of

EULA GLIDE ELLIOTT,
Deceased.

No. 189401

LETTERS TESTAMENTARY

Micro Fiched

STATE OF CALIFORNIA, COUNTY OF ALAMEDA:

The last will of the above named decedent having been proved in the above entitled court,

ROY HOLLIDAY ELLIOTT, JR., also known as R. H. ELLIOTT, JR.

who is named therein as such, is hereby appointed executor thereof.

Witness, JACK G. BLUE, clerk of the above entitled court, with the seal of the court affixed.

Dated April 22, 1971.

(SEAL)

By order of the court.

JACK G. BLUE, Clerk

By R. L. Hunter
Deputy Clerk

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executor of the last will of the above named decedent.

Executed on April 22, 1971 (Date), at Berkeley (Place), California.

ROY HOLLIDAY ELLIOTT, JR.
also known as
ROY H. ELLIOTT, JR.

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated MAY 19 1971

(SEAL)

JACK G. BLUE, Clerk

By D. Woodall, Deputy Clerk

TO 1551 (7-68)

RO 9271-030

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref. 16-030-17

a California corporation, does hereby guarantee

Roy H. Elliott, Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

SEE EXHIBIT "A" ATTACHED

Deed Recorded September 3, 1968

Document No. 9569

Micro Fiched

I.R.S. $ None

Record Description:

SEE EXHIBIT "B" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Reserve No. 56

EXHIBIT "A"

ELIZABETH ELLIOTT, an unmarried woman, ROY H. ELLIOTT, JR., a married man, as his separate property; and WELLS FARGO BANK and ROY H. ELLIOTT, JR., trustees under agreement dated January 27, 1955, with EULA GLIDE ELLIOTT, for benefit of LINDA CHRISTINE ELLIOTT, an undivided one-third (1/3) interest to each.

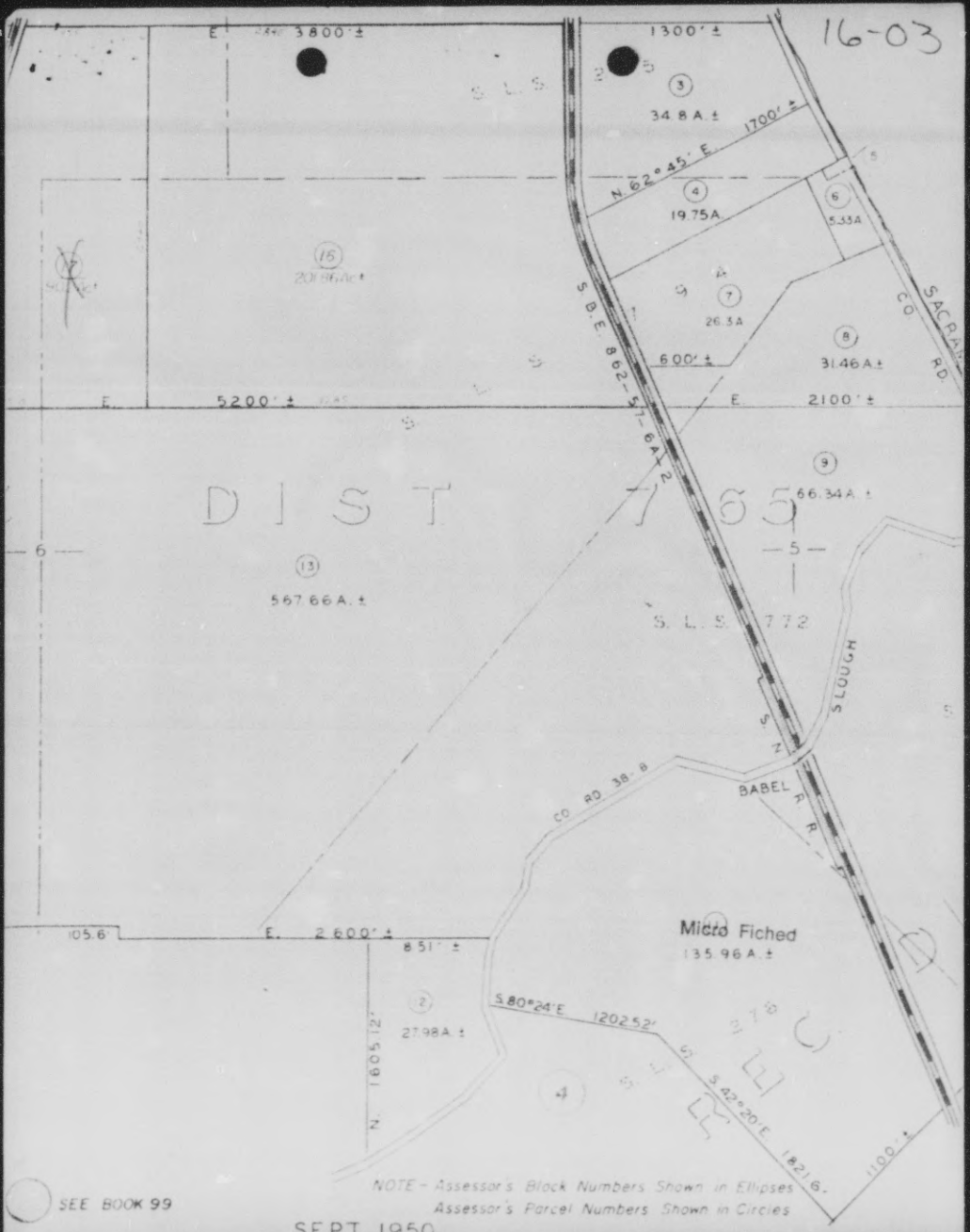
EXHIBIT "B"

All that real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at a point said point being the intersection of the center line of the Tule Canal with the line running East andWest and distant 3603.5 feet North from the Southwest corner of Section 6, T. 7 N. R. 4 E., M.D. B.&M., and running thence Northeasterly along the center of the Tule Canal to a point on a line running East and West and distant 6343.8 feet North from the Southwest corner of said Section 6; thence East about 500. feet to a 16-inch iron pipe about four feet long, two feet in the ground and filled with concrete, which is North 6343.8 feet and East 2945.1 feet from the Southwest corner of said Section 6, and from it running along the same course 455. feet further East (a total of about 955. feet) to the center line of a ditch running in a North-South direction; thence Southerly along the center line of said ditch a distance of approximately 2740. feet to a point due East of the point of beginning; thence West approximately 1915. feet to the point of beginning; containing 90.2 acres more or less.

pi

Micro Fiched


16-03
E. 3800'±
1300'±
3
34.8 A.±
1700'±
N. 62° 45' E.
4
19.75A
6
5.33A
15
20.18 Ac.±
7
26.3A
8
31.46 A.±
S.B.E.
CO. RD.
600'±
E. 5200'±
E. 2100'±
9
66.34 A.±
DIST 765
6
5
13
567.66 A.±
S. L. S. 772
SLOUGH
CO. RD. 38-8
BABEL
105.6'
E. 2600'±
851'±
Micro Fiched
135.96 A.±
2
27.98 A.±
N. 1605.12'
S. 80°24' E. 1202.52'
S. 42°20' E. 1821.6'
1100'±
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
SEE BOOK 99
SEPT 1950

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-17

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Walter P. Ivens, Rte 1, Box 22-A, Winters, Calif 95694 Marilyn M. Ivens.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #42 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1001 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Walter P. Johns

Marilyn W. Johns

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

ON JUNE 28th, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WALTER P. JOENS AND MARILYN W. JOENS

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

ELSIE HICKEY
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

Notary's Signature Elsie Hickey
Type or Print Notary's Name ELSIE HICKEY

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35591

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

WALTER JOENS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 28,1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM — Assistant Secretary for the Company

Addition to Preserve No. 42
Exhibit "A"

Form No. 334

CLTA Guarantee
Form No. 13 (2-1-66)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

WALTER P. JOHNS AND MARILYN W. JOHNS,

HIS WIFE; AS JOINT TENANTS

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

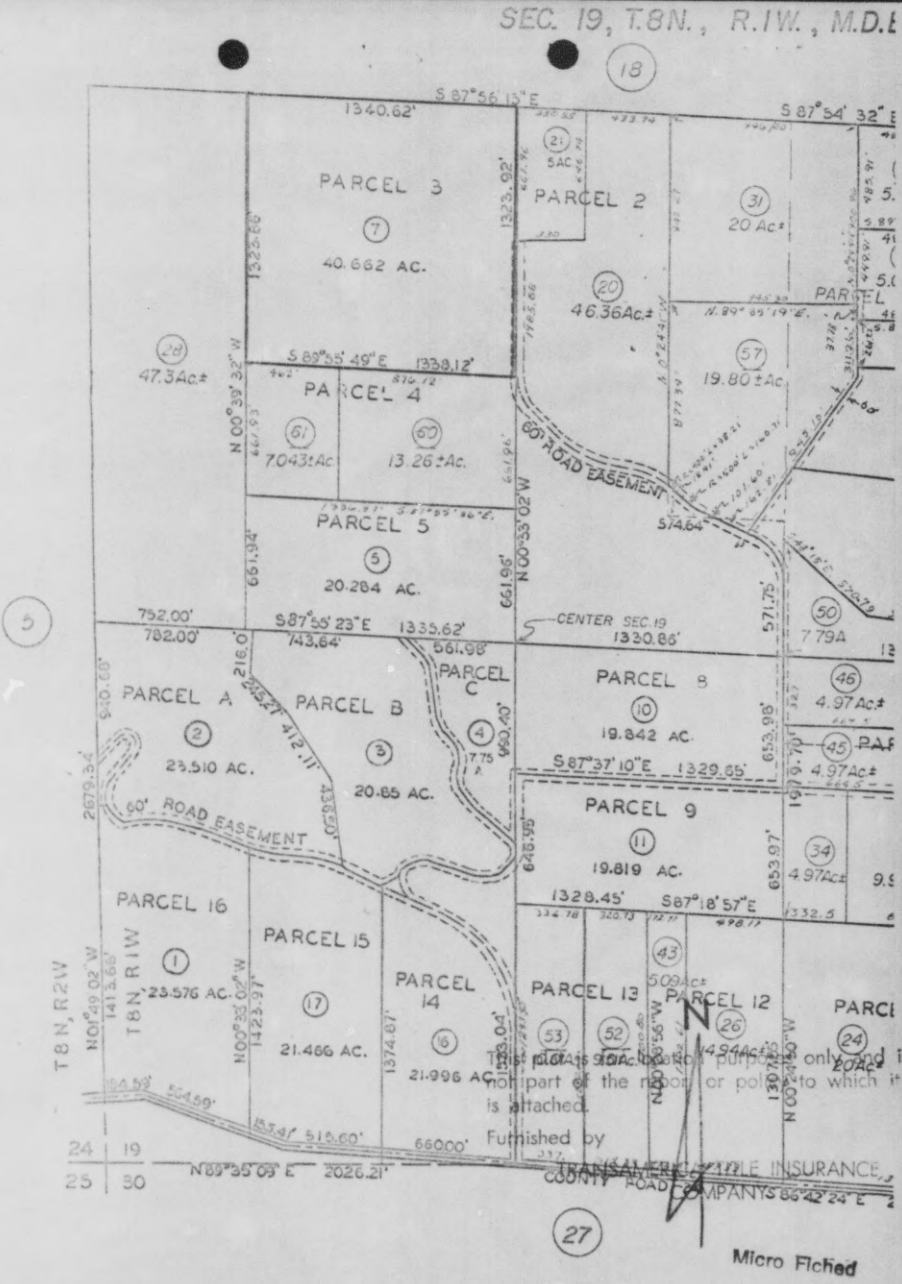
All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

Parcel 3, as shown on the Record of Survey of the Golden Bear Estates Property in Section 19, Township 8 North, Range 1 West, M.D.B.&M., according to the Official Plat thereof, filed for record in the Office of the Recorder of Yolo County, California on August 19, 1959 in book 8 of maps and surveys at pages 75,76 and 77, as Amended by Record of Survey filed March 29, 1960 in book 8 of maps and surveys, page 88.

Excepting therefrom an undivided one-half interest in all oil, gas and mineral rights as reserved in deed from Mary R. Little, et al., to Herman Virgil Stall and Delta Keely Stall, his wife, recorded April 12, 1951, Recorder's File No. 2507.

PARCEL NO. 30-070-07

CODE AREA 86-000


SEC. 19, T.8N., R.1W., M.D.B.
18
S 87°56' 15" E
1340.62'
S 87°54' 32" E
PARCEL 3
7
40.662 AC.
PARCEL 2
21
5 AC
31
20 Ac±
20
46.36Ac±
PARCEL
28
47.3Ac±
PARCEL 4
61
7.043±Ac
60
13.26±Ac.
S 89°55' 49" E 1338.12'
N 00°39' 32" W
1325.60'
1323.92'
57
19.80±Ac
60' ROAD EASEMENT
PARCEL 5
5
20.284 AC.
661.94'
661.96'
N 00°33' 02" W
574.64'
571.75'
50
7.79A
792.00'
792.00'
S 87°55' 23" E 1335.62'
743.64'
561.98'
CENTER SEC. 19
1330.86'
5
PARCEL A
2
23.510 AC.
PARCEL B
3
20.85 AC.
PARCEL C
4
7.75 A
PARCEL 8
10
19.842 AC.
46
4.97Ac±
45
4.97Ac±
S 87°37' 10" E 1329.65'
653.98'
60' ROAD EASEMENT
PARCEL 9
11
19.819 AC.
34
4.97Ac±
1328.45'
S 87°18' 57" E
653.97'
PARCEL 16
1
23.576 AC.
PARCEL 15
17
21.466 AC.
PARCEL 14
16
21.996 AC.
PARCEL 13
43
5.09Ac±
PARCEL 12
53
52
26
24
T 8 N, R 2 W
T 8 N, R 1 W
N 89°35' 09" E 2026.21'
660.00'
TRANSAMERICA TITLE INSURANCE COMPANY
S 86°42' 24" E
27
This plat is for tax purposes only and is not part of the record or policy to which it is attached.
Furnished by
Micro Fiched

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-18

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between

Rogalee B. Meyers
Thomas Meyers
1116 Elkhound Street
Woodland, Calif 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #3 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 19 72, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 23, 19 71, before me the undersigned County Clerk of the County of Yolo, personally appeared Rosalie S. Meyer and Thomas Meyer, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 19 71.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Peter E. Lucas
DEPUTY

GUARANTEE

68 25885

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63995 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

THOMAS MEZGER

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [signature] Secretary

Countersigned:

Vice President

CLTA GUARANTEE FACE PAGE—1987

Addition to Reserve No 3 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63995 Effective Date: June 2, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

The following described property vests in:
Rosalie S. Mezger and Thomas Mezger, Husband and wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

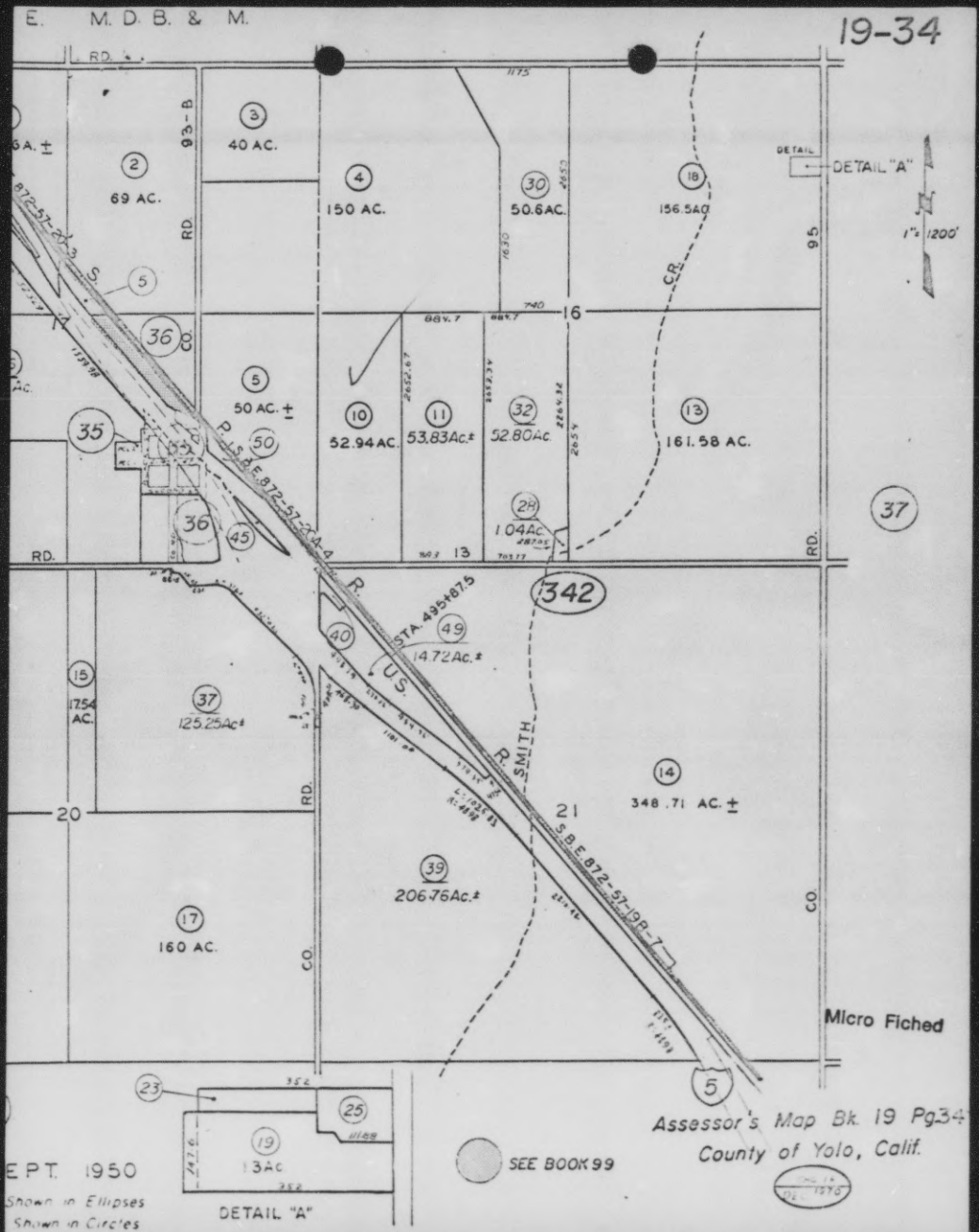
All that real property in the County of Yolo, State of California, described as follows:

The West one-third of the Southwest quarter of Section 16, Township 11 North, Range 1 East, M. D. B. & M.

EXCEPTING THEREFROM, however, all that portion thereof lying Southwesterly of the Northeasterly boundary line of the Southern Pacific Railroad right of way.

Micro Fiched

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 19-342--10, for the tax year 1970-71.


E. M. D. B. & M.
19-34
L. RD.
1175
93-B
RD.
3
40 AC.
2
69 AC.
4
150 AC.
30
50.6 AC.
18
156.54 AC.
DETAIL
DETAIL "A"
1" = 1200'
95
C.R.
16
5
36
CO.
5
50 AC. ±
10
52.94 AC.
11
53.83 Ac. ±
32
52.80 Ac.
13
161.58 AC.
35
50
36
45
28
1.04 Ac.
RD.
13
37
RD.
342
STA. 495+87.5
R.
40
49
14.72 Ac. ±
U.S.
15
175.4 AC.
37
125.25 Ac. ±
R. SMITH
14
348.71 AC. ±
20
RD.
21
S.B.E. 872-57-19R-7
39
206.76 Ac. ±
17
160 AC.
CO.
CO.
Micro Fiched
23
25
19
13 Ac.
DETAIL "A"
SEE BOOK 99
5
Assessor's Map Bk. 19 Pg. 34
County of Yolo, Calif.
EPT. 1950
Shown in Ellipses
Shown in Circles

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-19

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between
Harold H. Hiromoto RT 1 Box 224 Clarksburg, Calif.
Maizie M. Hiromoto same
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 28, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared Harold H. and Maizie M. Hiromoto, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of June, 1971.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

GUARANTEE

68 25860

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63698-B Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

George M. Hiromoto

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 83 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63698-B Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Harold H. Hiromoto and Maizie M. Hiromoto, his wife, as joint tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California described as follows:

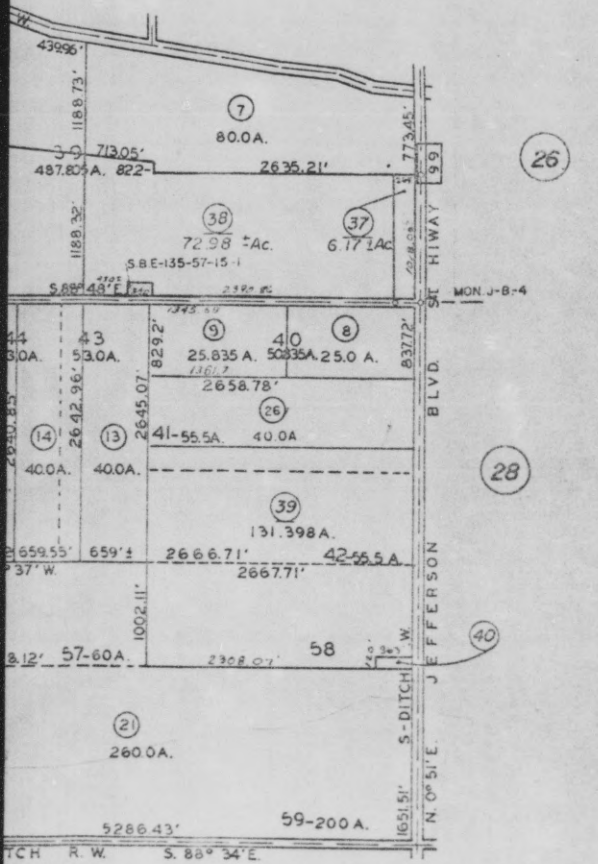
Beginning at the Northwest corner of Lot 40 as said lot is delineated and so designated on that certain map entitled Holland Land Co. Subdivision No. 4, Yolo County, California, which said map was recorded in the office of the County Recorder of Yolo County, on February 17, 1921, in Map Book No. 3, at page 43; thence along the North line of said Lot No. 40, South 88 deg. 48' East 1345.68 feet ; thence leaving said North line South 833.73 feet to the South line of said Lot No. 40; thence along said South line, North 88 deg. 37' West 1361.70 feet to the Southwest corner thereof ; thence along the West line of said Lot No. 40, North 1 deg. 06' East 829.20 feet to the point of beginning.

EXCEPTING AND RESERVING therefrom to John E. Todd, his heirs and assigns, all oil, gas and other hydrocarbon substances located more than 500 feet below the surface of said property, together with the right to enter upon the surface of any two-acre site selected by the said John E. Todd with equal length and width adjacent to Central Avenue, but removed from roads, pumping plant and structural improvements, in order to drill, explore, produce and otherwise exploit said rights; if there is no such two-acre site available which is removed from roads, pumping plant and/or structural improvements, then the said John E. Todd, his heirs and assigns, may select any two-acre site adjacent to Central Avenue and shall pay for all damages to any pumping plant and/or structural improvements on such site; AND FURTHER EXPRESSLY RESERVING all rights to John E. Todd ("Lessors"), under that certain lease between John E. Todd as "Lessor" and Robert Sumpf and S. I. Williams as "Lessee" dated January 21, 1966, referred to in the document recorded in Yolo County on March 11, 1966, in Book 822 of Official Records, at page 346.

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 016-250-09 for the tax year 1970-71.

35

16-25



Micro Fiched

SEE BOOK 99

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 16 Pg. 25
County of Yolo, Calif

CHG 4
SEPT 1965

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-20

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between _____
Kent A. Lang
R#12 Box 250 x West Sac
Calif. 2611
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #69 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Kent A. Seig

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

V

STATE OF CALIFORNIA
COUNTY OF Yolo } SS

ON June 28, 19 71, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kent A. Lang

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1972

Notary's Signature Evelynn J. Puett

Type or Print Notary's Name Evelynn J. Puett

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35564

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

KENT A. LANG

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 18, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM – Assistant Secretary for the Company

Addition to Preserve No. 69 Exhibit "A"

Form No. 324

CLTA Guarantee
Form No. 15 (7-1-70)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

KENT A. LANG, A SINGLE MAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

Micro Fiched

The North 75.67 acres of the South 151.34 acres of Swamp Land Survey No. 485, situated in Section 13, Township 9 North, Range 3 East, and Section 18, Township 9 North, Range 4 East, Mount Diablo Base and Meridian, and bounded as follows:

On the North by lands formerly owned by Lovdal Bros.; on the East by the Sacramento River; on the South by lands now or formerly owned by Anson Casselman, and on the West by lands formerly owned by C.C. Berger, excepting therefrom so much of the herein described property that lies within the boundaries of the Sacramento & Woodland Railroad.

PARCEL NO.

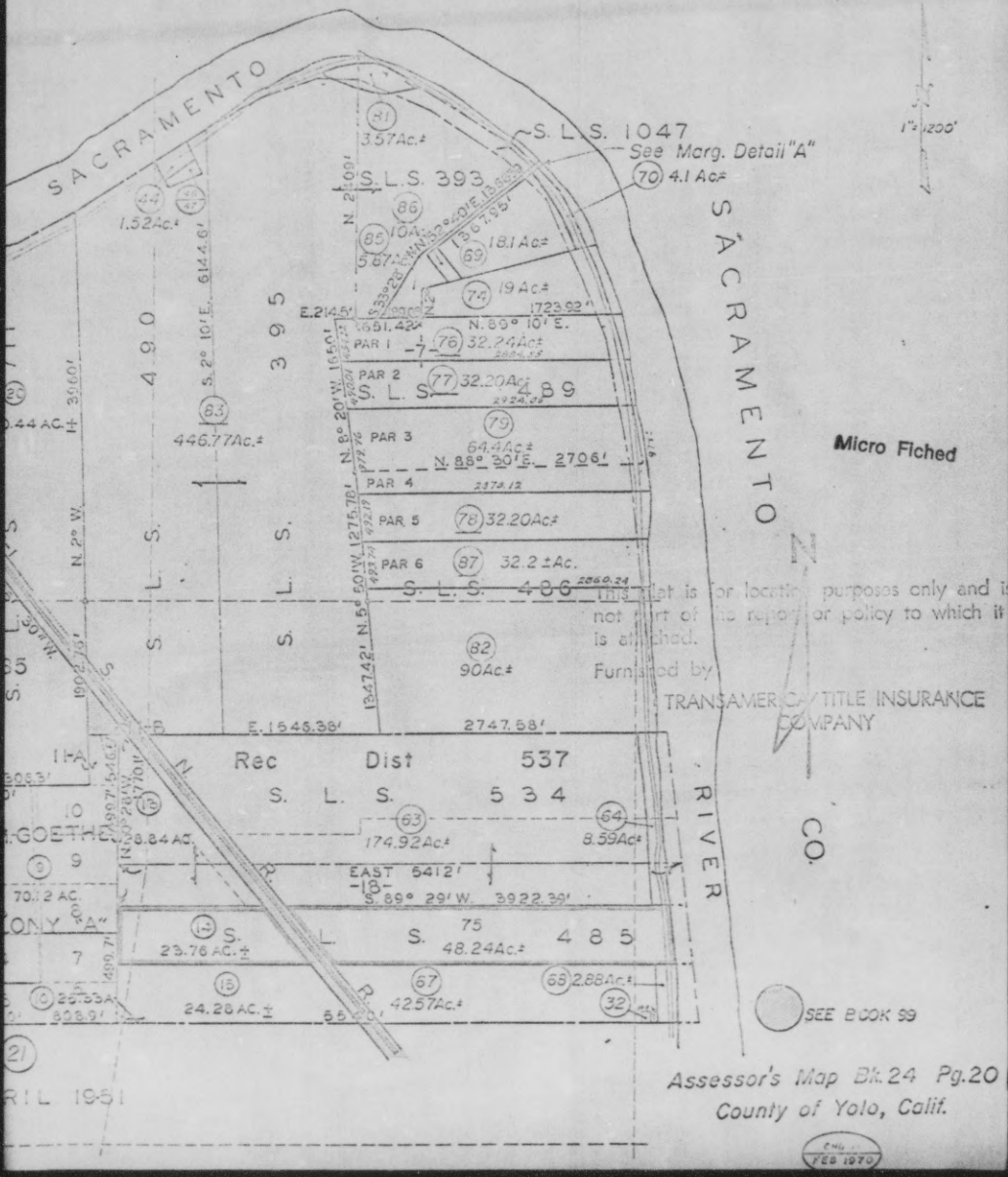
~~24-200-14~~ 42-250-07
~~24-200-15~~ 42-250-06

CODE AREA
87-014

Form No. 101.4

9 N., R.3 E. &
R.4 E., M.D.B.&M.

24-20



Assessor's Map Bk. 24 Pg. 20
County of Yolo, Calif.

CHG. FEB 1970

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-21

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between Frank P. Lang & Ruth F. Lang Rt #2 Box 2515X West Sacramento Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #69 by the County by Resolution No. 72-41, which was filed in the Office of the County Recorder of Yolo County on February 13, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frank L Lang

Ruth E Lang

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo } ss

ON June 28, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank I. Lang and Ruth E. Lang

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1972

known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary's Signature Evelynn J. Puett
Type or Print Notary's Name Evelynn J. Puett

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35563

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

FRANK L. LANG

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 18, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Pollum

by W.H. POLLUM – Assistant Secretary for the Company

Addition to Preserve No. 69

Exhibit "A"

Form No. 134

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

FRANK L. LANG AND RUTH E. LANG, HIS WIFE

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

PARCEL ONE: All that portion of Lots 1 and 2, as said Lots are shown and so designated on that certain plat or map entitled "O.A. Lovdal Est. Lands, Yolo County, Cal." filed in the office of the County Recorder of Yolo County in book 4 of maps and surveys, at page 35, described as follows:

Beginning at a 1½ inch diameter iron pipe monument stamped RE 2675 set at the Northeasterly corner of that certain 7.71 acre tract of land described in deed executed by O.A. Lovdal to T.T.C. Gregory dated October 27, 1911 and recorded November 24, 1911 in the office of the County Recorder of Yolo County in book 78 of deeds, at page 154, from which point of beginning the Northwest corner of Swamp Land Survey 534 of Yolo County Surveys bears South 89°50'30" West 215.68 feet; thence from said point of beginning North 89°50'30" East 2373.42 feet along a fence line and the North boundary of said Lot 1 to an old concrete monument; thence continuing North 89°50'30" East 2629.31 feet along the North boundary of said Lot 1 to a 1½ inch diameter iron pipe monument stamped RE 2675; thence continuing North 89°50'30" East 173.99 feet along said North boundary to the Northeast corner of said Lot 1, being a point on the West bank of Sacramento River; thence downstream along said West bank, following the meanderings, thereof, South 06°57' East 781.20 feet, and thence South 02°00' East 960.41 feet to the Southeast corner of said lot 2; thence leaving said riverbank, South 89°29' West 121.03 feet along the South boundary of said lot 2 to a 1½ inch diameter iron pipe monument stamped RE 2675 set in a fence line; thence continuing South 89°29' West 3801.36 feet along said fence line and said South boundary of Lot 2 to a 1½ inch diameter iron pipe monument stamped RE 2675 set at the most Easterly corner of said 7.71 acre tract of land hereinbefore referred to; thence North 38°12'30" West 2235.20 feet along the Northeasterly boundary of said 7.71 acre tract to the point of beginning, containing 183.51 acres.

...SEE FOLLOWING PAGE...

DESCRIPTION: (continued)

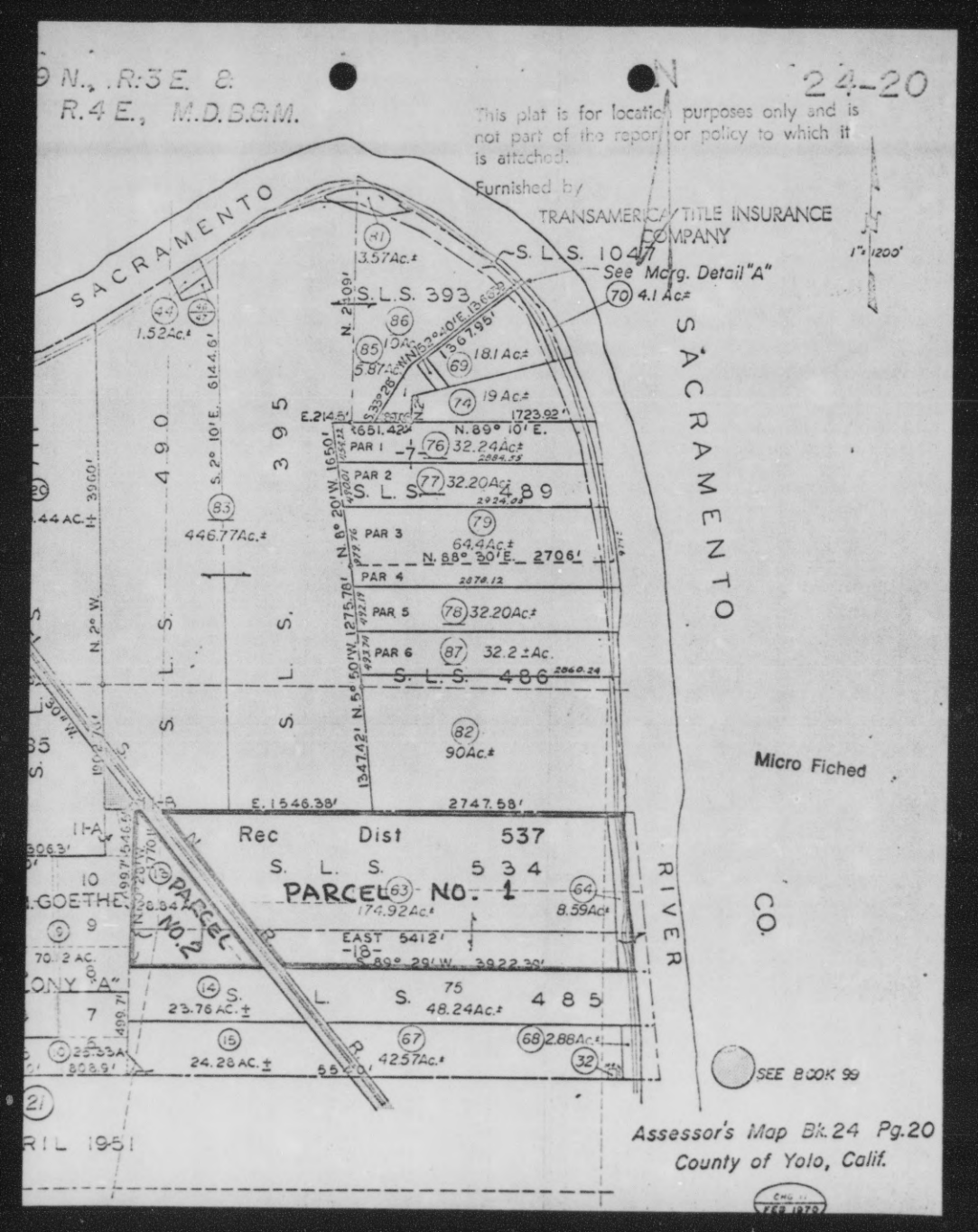
PARCEL TWO: All that portion of Lot 1, as said lot is shown and so designated on that certain plat or map entitled "O.A. Lovdal Est. Lands, Yolo County, Cal.", filed in the office of the County Recorder of Yolo County, in book 4 of maps and surveys, at page 35, described as follows:

Beginning at a 1½ inch diameter pipe monument stamped RE 2675 set at the Northwest corner of said Lot 1, being also the Northwest corner of Swamp Land Survey 534 of Yolo County Surveys; thence from said point of beginning North 89°50'30" East 25.19 feet along the North boundary of said Lot 1 to the most Westerly corner of that certain 7.71 acre tract of land described in deed executed by O.A. Lovdal to T.T.C. Gregory, dated October 27, 1911 and recorded November 24, 1911, in the office of the County Recorder of Yolo County in book 78 of Deeds, page 154; thence South 38°12'30" East 2236.72 feet along the Southwesterly boundary of said 7.71 acre tract to a 1½ inch diameter iron pipe monument stamped RE 2675 set at the Southwesterly corner of said 7.71 acres tract and on the South boundary of said lot 1; thence South 89°29' West 1394.29 feet along a fence line and the South boundary of said lot 1 to a 1½ inch diameter iron pipe monument stamped RE 2675 set at the Southwest corner of said lot 1; thence North 00° 28' West 1770.10 feet along the West boundary of said lot 1 to the point of beginning containing 28.84 acres, more or less.

Micro Fiched

PARCEL NO.
~~24-200-13~~ 42-250-03
~~24-200-63~~ 42-250-04
~~24-200-64~~ 42-250-05

CODE AREA
87-014


9 N., R.3 E. &
R.4 E., M.D.B.&M.
24-20
This plat is for location purposes only and is not part of the report or policy to which it is attached.
Furnished by
TRANSAMERICA TITLE INSURANCE COMPANY
1" = 1200'
SACRAMENTO
S. L. S. 1047
See Mcrg. Detail "A"
S. L. S. 393
3.57 Ac.±
4.1 Ac.±
1.52 Ac.±
18.1 Ac.±
19 Ac.±
1723.92'
N. 89° 10' E.
PAR 1
32.24 Ac.±
PAR 2
32.20 Ac.±
S. L. S. 489
PAR 3
64.4 Ac.±
N. 88° 30' E. 2706'
PAR 4
PAR 5
32.20 Ac.±
PAR 6
32.2 ± Ac.
S. L. S. 486
90 Ac.±
446.77 Ac.±
S. 2° 10' E. 614.6'
N. 2° W.
N. 8° 20' W. 1650'
N. 5° 50' W. 1275.76'
1347.42'
E. 1546.38'
2747.58'
Micro Fiched
Rec Dist 537
S. L. S. 534
PARCEL NO. 1
174.92 Ac.±
8.59 Ac.±
PARCEL NO. 2
EAST 5412'
S. 89° 29' W. 3922.39'
S. L. S. 485
48.24 Ac.±
23.76 AC. ±
24.28 AC. ±
42.57 Ac.±
2.88 Ac.±
SEE BOOK 99
RIVER
CO.
Assessor's Map Bk. 24 Pg. 20
County of Yolo, Calif.
APRIL 1951
CHG. 11 FEB 1979

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-22

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between
X Pete Ceccarelli
X Ada Ceccarelli
6241 Holstein Way, Sacramento, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #73 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Pete Ceccarelli

Ada Ceccarelli

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Sacramento } SS.

On this 28th day of June 1971, before me,
Rhoda E. Johnson, a Notary Public in and for said Sacramento County,
(SEAL)
personally appeared Pete Ceccarelli and Ada Ceccarelli

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged that t he y executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
RHODA E. JOHNSON
NOTARY PUBLIC CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires May 28, 1974

Rhoda E Johnson

Notary Public in and for said Sacramento County and State

My commission expires 19

P-169 12-70 (Rev.)

TO 1551 (7-68)

RO 9271-063

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref. 16-312-01

a California corporation, does hereby guarantee

· PETE CECCARELLI

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Pete Ceccarelli and Ada Ceccarelli, husband and wife.

Deed Recorded March 7, 1945 and Deed recorded April 28, 1958.

Document No. 883 and 3508

Micro Fiched

I.R.S. $ 10.15.

Record Description: County of Yolo, State of California, described as follows:
Lot 16, as said lot is delineated as so designated on that certain map entitled "Holland Land Co. Subdivision No. 2, Yolo County, California," filed in the office of the County Recorder of the County of Yolo, on the 17th. day of february, 1921, at page 41 of Map Book No. 3.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

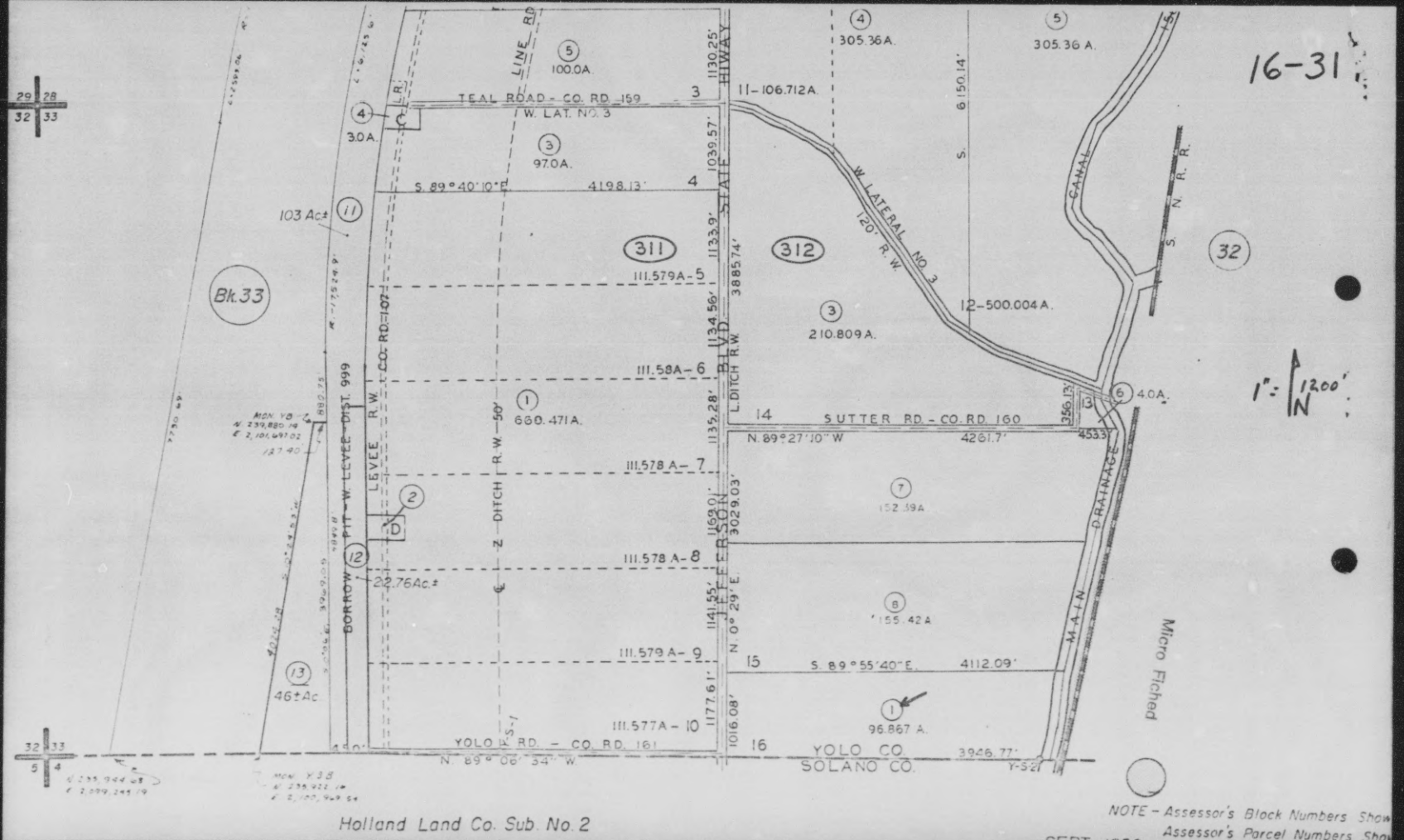
Dated as of June 8, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W Bartlett SECRETARY

Addition to Preserve No. 73 Exhibit "A"


16-31
1" = 1200'
N
Bk.33
311
312
32
103 Ac±
46±Ac
22.76Ac.±
660.471A.
210.809A.
152.39A
155.42A
96.867 A.
305.36A.
305.36 A.
100.0A.
97.0A.
3.0A.
4.0A.
12-500.004A.
11-106.712A.
TEAL ROAD - CO. RD. 159
W. LAT. NO. 3
S. 89°40'10"E. 4198.13'
111.579A-5
111.58A-6
111.578A-7
111.578A-8
111.579A-9
111.577A-10
LINE RD.
STATE HIWAY
W. LATERAL NO. 3
120' R.W.
CANAL
S. P. R.R.
LEVEE R.W.
CO. RD. 107
L. DITCH R.W.
Z DITCH R.W. 50'
BORROW PIT-W. LEVEE DIST. 999
SUTTER RD. - CO. RD. 160
N. 89°27'10"W 4261.7'
N. 0°29'E. 3029.03'
S. 89°55'40"E. 4112.09'
YOLO RD. - CO. RD. 161
N. 89°06'34"W
YOLO CO.
SOLANO CO.
MAIN DRAINAGE
Micro Fiched
Holland Land Co. Sub. No. 2
NOTE - Assessor's Block Numbers Show
Assessor's Parcel Numbers Sho

(Endorsed) Filed 3-6-72
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-23

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Mrs. Jean Morris --- Mrs. Barbara Goble Mr. Richard Pierce --- Mrs Shirley Allen

Mrs. Barbara Goble Rt. 2, Bx 2365 Elk Grove, Ca. 95624
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #43 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

X Shirley Allen Shirley Allen

X Jon Mills

X Barbara Noble

X Richard M Baines

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

Micro Fiched

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 29th day of June in the year one thousand nine hundred and seventy one before me, Jan L. Krogness a Notary Public, State of California, duly commissioned and sworn, personally appeared Shirley Allen

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Jan L. Krogness
Notary Public, State of California.

My Commission Expires _____

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1972

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 29th day of June in the year one thousand nine hundred and seventy one before me, Jan L. Krogness, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jean Morris

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 20, 1972

Micro Fiched

Jan L. Krogness
Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires

STATE OF CALIFORNIA,
County of YOLO } ss.

Micro Fiched

On this 24th day of June in the year one thousand nine hundred and Seventy One before me, Marvin L. Johnson, a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Barbara Goble

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

MARVIN L. JOHNSON
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY

Marvin L. Johnson

Notary Public in and for the County of Yolo State of California.

My Commission Expires April 26, 1975

STATE OF CALIFORNIA,
County of YOLO } ss.

Micro Fiched

On this 28th day of June in the year one thousand nine hundred and Seventy One before me, Marvin L. Johnson, a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Richard M. Pierce

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

MARVIN L. JOHNSON
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY

Marvin L. Johnson

Notary Public in and for the County of Yolo State of California.

My Commission Expires April 26, 1975

GUARANTEE

68 25908

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63881 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

BARBARA GOBLE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a/m , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 43 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63981 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

JEAN MORRIS, as to an undivided 1/4 interest; BARBARA GOBLE, as to an undivided 1/4 interest; RICHARD M. PIERCE, as to an undivided 1/4 interest; SHIRLEY ALLEN, as to an undivided 1/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

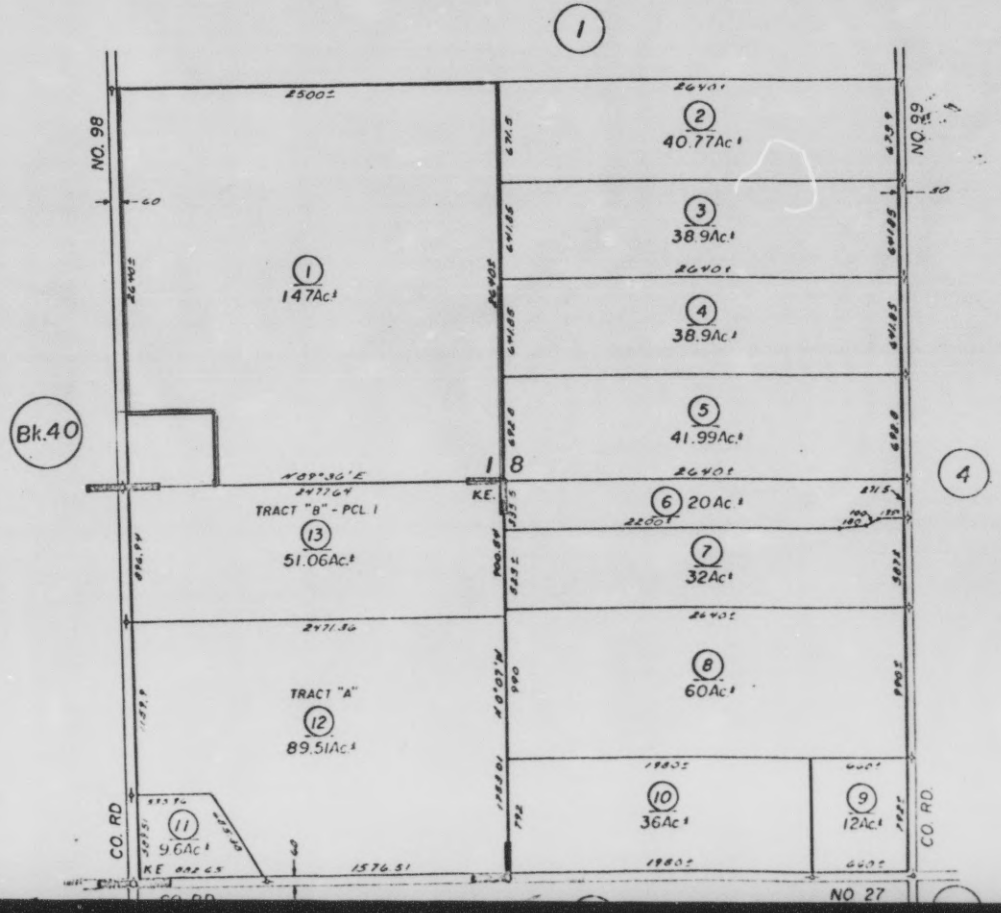
All that real property in the County of Yolo, State of California, described as follows:

The Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Nine (9) North, Range Two (2) East, M.D.B. & M.,

EXCEPTING THEREFROM
BEGINNING at the one-quarter section corner between Section 18, T 9 N, R 2 E, M.D.B. & M., which point is also the Northwest corner of Tract B, Parcel 1 of the Z.D. Kincheloe Estate Lands, filed in Maps and Surveys, Book 4, Page 49 of Yolo County Records; thence from the said point of beginning along the one quarter section line East and West through Section 18, the North line of Tract B, Parcel 1 above mentioned, N 89° 36' E, 580.80 feet; thence leaving said one quarter section line, N 00° 13' W, 450.00 feet; thence parallel to the one quarter section line east and west through Section 18, S 89° 36' W, 580.80 feet to the west line of Section 18; thence along the said Section line S 00° 13' E, 450.00 feet to the point of beginning, containing 6.00 acres of land.

NOTE: This property Search Guarantee is limited to the above described property which is Assessor's Parcel No. 42-030-1, for the tax year of 1970-71.

SEC. 18, T. 9 N., R. 2 E., M. D. B. & M.



(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-24

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between
X A-V Land Co by Thomas J Atkinson Jr
Partner
P.O. Box 15615, Sacramento, Calif.
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #7 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x A.V. Land Co

by Thomas L. Atkinson Jr

Partner

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

TO 442 C
(Partnership)

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.
On June 28, 1971
before me, the undersigned, a Notary Public in and for said State, personally appeared
Thomas S. Atkinson, Jr.
known to me
to be one of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Robert L. Wilson
Robert L. Wilson
Name (Typed or Printed)

ROBERT L. WILSON
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My Commission Expires Feb 10, 1972

(This area for official notarial seal)

STAPLE HERE

der-
ed
be
ent

306606 WHEN RECORDED MAIL TO:
A. V. Land Co.
P. O. Box 318
Alamo, California

8904

STATEMENT OF PARTNERSHIP

The undersigned desiring to form a partnership do hereby certify as follows:

1. The name of the partnership shall be:

A-V Land Co

2. The names of the partners are:

A. Thomas S. Atkinson Jr.
B. John W. Vickrey III
C. John W. Vickrey
D. Thomas S. Atkinson

Micro Fiched

3. It is hereby agreed between the partners of this partnership that any deeds, conveyances, instruments of hypothecation, contracts or other documents can be executed by any one partner and shall bind said partnership.

4. The above named are all of the partners of said partnership.

VOL 862 PAGE 396
OFFICIAL RECORDS
RECORDED AT REQUEST OF
TRANS AMERICA
TITLE INS. CO.
SEP -7 1967
At 27 Min. Past 2 O'clock P. M.
YOLO COUNTY, CALIFORNIA
Recorder
$2.00

A. Thomas S Atkinson Jr
B. John W. Vickrey III
C. John W Vickrey
D. Thomas S Atkinson

ACKNOWLEDGMENT

VERIFICATION

STATE OF CALIFORNIA, } ss.
County of Contra Costa }

On this 30th day of August in the year one thousand nine hundred and sixty-seven

before me, M. E. O'Steen, a Notary Public, State of California, duly commissioned and sworn, personally appeared Thomas S. Atkinson Jr., John W. Vickrey III, John W. Vickrey & Thomas S. Atkinson

known to me to be the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the Contra Costa County of California the day and year in this certificate first above written.

M. E. O'Steen
Notary Public, State of California

M. E. O'STEEN
NOTARY PUBLIC-CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires February 23, 1971

My Commission Expires

Cowdery's Form No. 29—(Acknowledgment—Partnership)
(C. C. Sec. 1190a) (PRINTED 9/1/64) 41-0094

8904

966 PAGE 295

TO 1551 (7-68)

TI

RO 9271-065

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 30.00

Street address or other ref.
33-210-17,15 and 30

a California corporation, does hereby guarantee

A. V. LAND COMPANY, a partnership

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

A. V. Land Company, a partnership

Deed Recorded Sept. 7, 1967 and Apr. 28, 1970.

Document No. 8905 and 4470

I.R.S. $ 13.75 and $38.50.

Record Description: County of Yolo, State of California, sescribed as follows:

SEE EXHIBIT "A" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 6, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 7

EXHIBIT "A" 9271-065

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel No. 1:

The Northeast quarter of the Northwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B.&M., according to the official plat thereof.

EXCEPTING THEREFROM the West 50 feet thereof.

ALSO EXCEPTING THEREFROM (A) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Barbara Lee Bush to Yolo Flyway Farms, Inc., recorded October 28, 1959 in Book 587 of Official Records at page 118, (B) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Charles Stanton Lee et ux to Yolo Flyway Farms, Inc., recorded October 28, 1959 in Book 587 of Official Records, at page 119; and (C) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Yolo Flyway Farms, Inc., to Thomas Atkinson, Jr., et al, recorded July 23, 1965 in Book 803 of Official Records at page 245.

Parcel No. 2:

Micro Fiched

All that portion of the Northwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B.&M., according to the official plat thereof, described as follows:

Beginning at the Southeast corner of the Northwest quarter of said Section 8; thence West 1518 feet; thence North 1320 feet; thence East 1518 feet to the East line of said Northwest quarter, thence South 1320 feet to the point of beginning.

EXCEPTING THEREFROM (A) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Barbara Lee Bush to Yolo Flyway Farms, Inc. recorded October 28, 1959 in Book 587 of Official Records at page 118; (B) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Charles Stanton Lee et ux to Yolo Flyway Farms, Inc. recorded October 28, 1959 in Book 587 of Official Records at page 119; and (C) an undivided one-half interest in and to all oil, gas and other hydrocarbons as reserved in the deed from Yolo Flyway Farms, Inc., to Richard A. Fong et ux, recorded June 26, 1962 in Book 680 of Official Records at page 98.

Parcel No. 3:

The South Half of the Northwest Quarter of Section 8, Township 6 North, Range 3 East, M. D. B. & M.

EXCEPTING THEREFROM an undivided $\frac{1}{2}$ interest in all oil, gas and other

EXHIBIT "A" CONTINUED.

hydrocarbons.

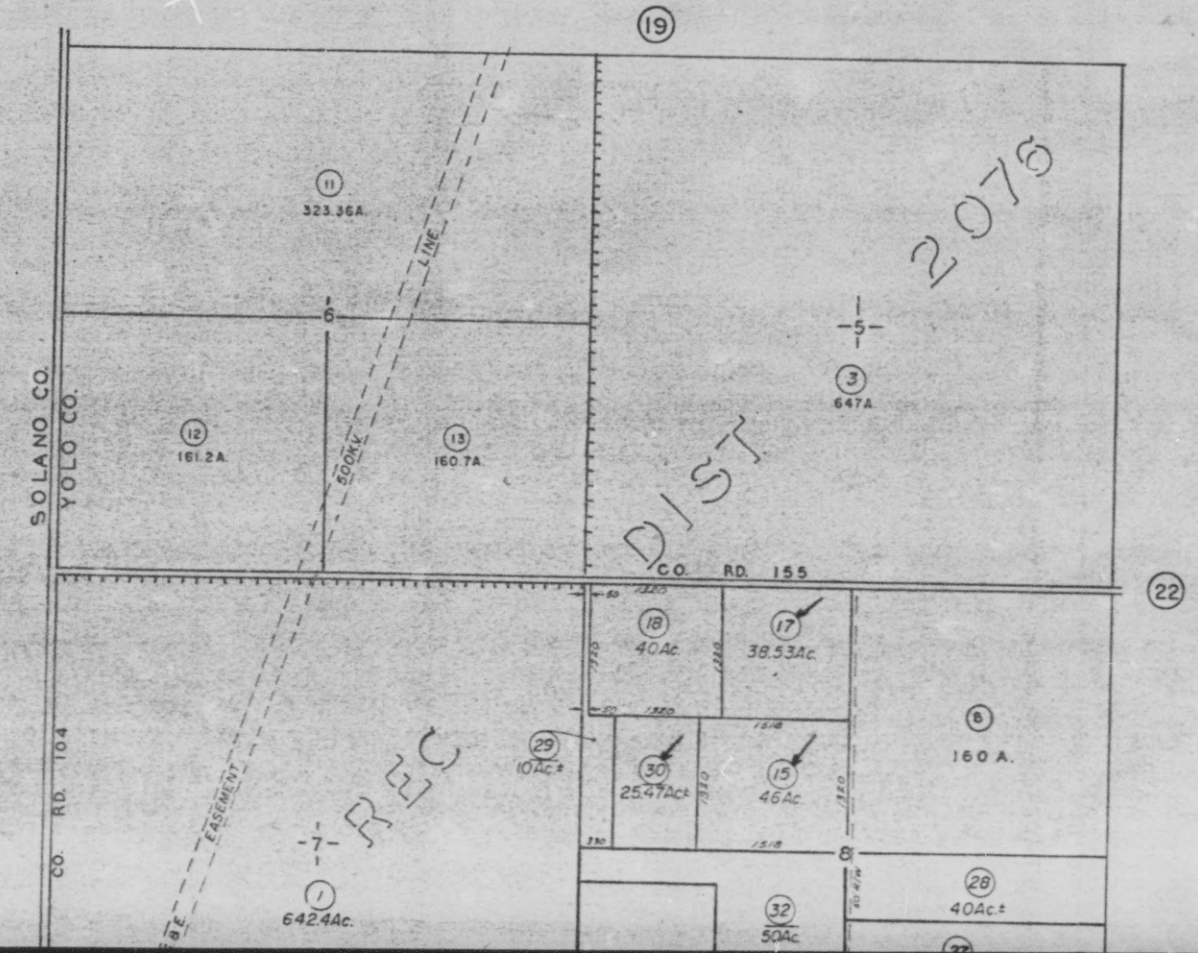
ALSO EXCEPTING THEREFROM the South Half of the Northwest Quarter the East 1518.00 feet thereof.

ALSO EXCEPTING THEREFROM the South Half of the Northwest Quarter the West 330 feet thereof.

Micro Fiched

T. 6 N. R. 3 E. M. D. B. & M.

33-21



(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-25

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Frank L. Finnegan Nancy J. Finnegan 1810 Maple Glen Road, Sacramento, Calif. (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #7 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frank A. Fimmegar

Mary J. Fimmegar

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
SACRAMENTO) ss.
COUNTY OF ~~YOLO~~)

On this 23rd day of June, 1971, before me the undersigned County Clerk of the County of ~~YOLO~~ Sacramento, personally appeared Nancy J Finnegan and Frank G. Finnegan, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 1971.

~~LAURENCE P. HENIGAN~~, COUNTY CLERK
W. N. DURLEY

(Rev. 4-71)

TI

RO 09271-048.

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref. Assessor's Parcel 33-210-28

a California corporation, does hereby guarantee

Frank G. Finnegan
c/o Everett Whiting
200 North First Street
Dixon, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

FRANK G. FINNEGAN and NANCY J. FINNEGAN, his wife as joint tenants

Deed Recorded November 10, 1966

Document No. 12602 in Book 841 of Official Records page 567

I.R.S. $ 22.00

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

The North one-half of the North one-half of the Southeast quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or any time hereafter situate therein and thereunder, tog ether with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from said real property in connection with its drilling or mining operations thereon as contained in the deed from Fred S. Ransdell et ux to Gordon Wagner et ux, dated September 25, 1964, recorded Oct. 16, 1964, Recorder's File No. 12944.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 1, 1971 @ 7:30 A.M.

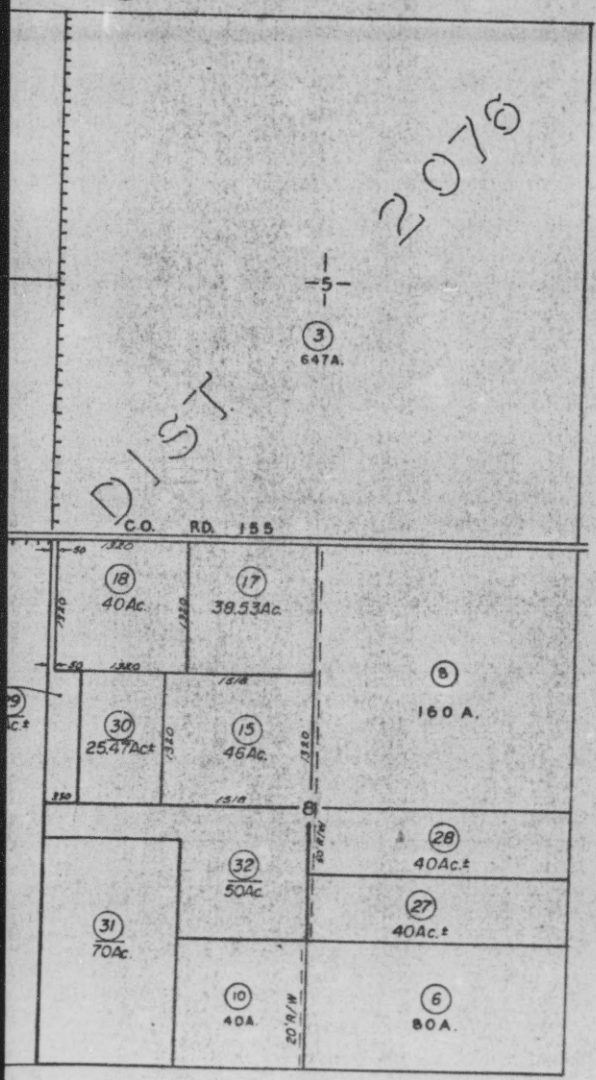
Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard H. Bowlett SECRETARY

Addition to Reserve No. 7 Exhibit "A"

33-21



1" = 1200'

Micro Fiched

Assessor's Map Bk. 33 Pg. 21
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

AUG. 196

B 1951

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-26

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Marjorie M. Rhinehart
104 Filow Ct.
Los Gatos, Calif. 95030
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #46 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Filmed

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chapman
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Marjorie McClintock

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

State of California } SS.
County of SANTA CLARA }

On this the 22nd day of June 19 71, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Santa Clara, personally appeared

Marjorie M. Rhinehart

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
JETTA I. GOMES
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Sept. 22, 1974

3550 Stevens Creek Blvd., San Jose, Calif. 95150

Jetta I. Gomes
Jetta I. Gomes

SIGNATURE, JURISDICTION, EXPIRATION DATE AND ADDRESS OF NOTARY PUBLIC 1068

(Rev. 4-71)

PRELIMINARY REPORT

WESTERN TITLE GUARANTY COMPANY

YOLO COUNTY DIVISION

MAIN OFFICE
2ND AND COURT STREETS
P.O. BOX 372
WOODLAND, CALIFORNIA 95695
662-2883

DAVIS OFFICE
2ND AND E STREETS
P.O. BOX 410
DAVIS, CALIFORNIA 95616
756-0322

Western Title Ins. Co.
P. O. Box 962
Los Gatos, Calif. 95030

Your No.

Our No. 64019

In response to the above referenced application for a policy of title insurance, WESTERN TITLE GUARANTY COMPANY YOLO COUNTY DIVISION hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated at 8:00 a.m. on June 3, 1971

Vice President

The estate or interest in the land described herein and which is covered by this report is:

"a fee"

Title to said estate or interest at the date hereof is vested in:

MARJORIE M. RHINEHART

Said land is situated in the City of County of
State of California, and is described as follows:

see description page

Addition to Reserve No. 46 Exhibit "A"

DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 64019

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:
That portion of the North 1/2 of Section 31, Township 9 North, Range 3 East, Mount Diablo Base & Meridian, containing 130 acres, more or less, lying between said most westerly 160 acres of said North 1/2 of Section 31, and said most easterly 30 acres of said North 1/2 of Section 31.
TOGETHER WITH a right of way for private road purposes over a strip of land 30 feet in width adjacent to and paralleling the most southerly boundary of said 30 acre parcel of land referred to above for the purpose of ingress and egress to and from said 130 acre parcel of land referred to above.
EXCEPTING THEREFROM the following:
A portion of the North 1/2 of Section 31, T. 9 N. R. 3 E., M. D. B. & M., described as follows:
Beginning at a point that is distant North 0° 06' 49" West 1462.62 feet and North 87° 53' West 469.16 feet from the East quarter corner of said Section 31; thence North 87° 53' West 195.84 feet; thence North 0° 06' 49" West 360.00 feet; thence South 87° 53' East 195.84 feet and thence South 0° 06' 49" East 360.00 feet to the point of beginning.

Micro Fiched

PARCEL 2:
All that portion of the most Easterly 30 acres of the North Half of Section 31, Township 9 North, Range 3 East, M. D. B. & M., lying Westerly of a line described as follows:
Beginning at a point on the Southerly line of the Northeast quarter of said Section 31, said point being distant South 89° 06' West 468.86 feet from the East quarter corner of said Section 31; thence North 0° 06' 49" West 1487.31 feet; thence North 87° 53' West 195.84 feet; thence North 0° 06' 49" West 360.00 feet; thence South 87° 53' East 195.84 feet; thence North 0° 06' 49" West 794.63 feet to a point on the Northerly line of the Northeast quarter of Section 31 and the termination of this description.

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1971-72 taxes, including possible personal property taxes, now a lien, but not yet due or payable.

42-130-05

2. Taxes for the year 1970-71. Assessment Parcel No. ~~24-260-32~~, Code Area 61-003.

Assessed valuation of Land:	$23350.00	1st. Installment:	$1224.24 Paid
Rate:	10.486	2nd. Installment:	$1224.24 Paid

3. Rights of the public in and to so much of the herein described property that lies within the boundaries of any roads.

Micro Fiched

4. A perpetual right of way and easement for irrigation ditch along the north and west line of the N1/2 of Section 31, T. 9 N. R. 3 E., granted by Jacob Snyder and Augusta H. Snyder, his wife, to Sacramento and San Joaquin Drainage District, by deed dated August 6th, 1947, and recorded August 13, 1947, in Book 265 of Official Records, at page 349.

5. Right of way for pipe lines for conveying gas, and rights incidental thereto across a strip 30 feet in width, across a portion of the easterly portion of the herein described property, together with a strip 40 feet in width on either side of said strip for the installation and maintenance of said pipe lines, together with rights of ingress and egress over the herein described property, as conveyed by Jacob Snyder and Augusta H. Snyder, husband and wife, to Pacific Gas and Electric Company, a California corporation, by deed dated August 24, 1956, recorded September 17, 1956, in Book 494 of Official Records, at page 541.

   Said instrument provides that first party shall not erect or construct any building other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

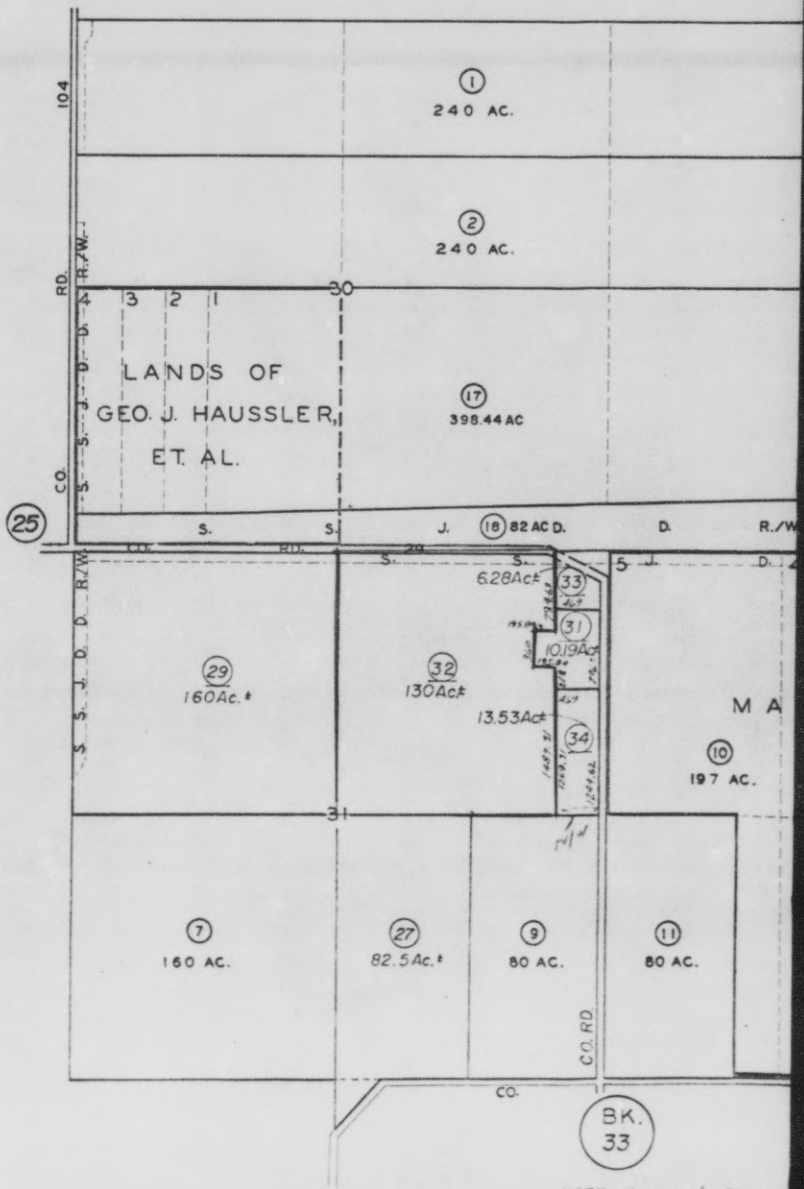
   Provisions and conditions contained in the above instrument.

6. As to the herein described property and other property:
Farm Lease, executed by Augusta H. Snyder, as Life Tenant, et al, Lessor, and Richard F. Martin and Robert F. Martin, Co-Patners doing business as Martin Brothers, Lessees, dated May 20, 1963, recorded December 18, 1963, in Book 739 of Official Records, at page 570.

   Terms, covenants and conditions contained in the above lease.

Micro Fiched

SEC. 28, 29, 30, 31, 32 & 33



1" = 1200'

NOTE - Assessor's Block N
Assessor's Parcel

BOOK 739 PAGE 570

739 570

HAUSSLER BROTHERS
COMPARED
DEC-18 1963
OLO COUNTY, CALIFORNIA
$19.80

the right to enter and occupy said premises [illegible] days after completion of the harvesting [illegible] growing on the demised premises.

RENT: The rent for said term shall be as follows, and shall be paid Annually [illegible] day of December of each year of the term of this lease. [illegible] rent for the last year of the term hereof shall be paid [illegible] of January [illegible]

FARM LEASE

THIS LEASE, made and entered into this 30th day of May, 1963, between AUGUSTA H. SMITH, as Life Tenant with respect to all of the land herein described, JUDITH SMITH, as the owner of the fee with respect to Parcel 2 hereinafter described, MARGARET H. SMITHMAN, as the owner of the fee with respect to Parcel 3 hereinafter described, and GERALD F. SMITH and CAROLYN SMITH SMITH, as the owners of the fee of Parcel 1 hereinafter described, hereinafter called Lessor, and RICHARD F. SMITH and EDWARD D. SMITH, Co-Partners doing business as SMITH BROTHERS, hereinafter called Lessee, - without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

DESCRIPTION OF PREMISES: The Lessor hereby leases to the Lessee and the Lessee hereby hires from Lessor those certain premises described in Exhibit "A" which is attached hereto and made a part hereof, excepting therefrom approximately ten (10) acres occupied by farm buildings, personal residence and appurtenant yard, located on Parcel 2 of the premises described in Exhibit "A".

TERM: The term of this Lease shall be for a period of ten (10) years, commencing January 1, 1964 and ending on December 31, 1973, provided, however, that Lessee shall have

the right to enter and occupy said premises within thirty (30) days after completion of the harvest of the barley crop now growing on the demised premises.

RENT: The rent for said term shall be as follows, and shall be paid annually on the 31st day of December of each year of the term of this lease, except that rent for the last year of the term hereof shall be paid in advance on the 1st day of January, 1973:

(A) For the first year of the term hereby granted a sum equal to the result obtained by multiplying $9.00 times the net number of acres that Lessee is reasonably able to farm during the calendar year 1964, but in no event shall the rent for the first year of the term hereby granted be less than the average rent received by AUGUSTA H. SNYDER for the demised premises during the calendar years 1961-1962 and 1963.

(B) For each succeeding calendar year of the term hereby granted an annual rent of TWO THOUSAND SEVEN HUNDRED NINETY and No/100 ($2,790.00) DOLLARS.

PAYMENT OF RENT: All rent becoming due hereunder shall during the lifetime of AUGUSTA H. SNYDER, the Life Tenant, be paid to AUGUSTA H. SNYDER. All rent accruing hereunder subsequent to the death of AUGUSTA H. SNYDER shall be paid to the fee owners of the demised premises which they shall apportion among themselves in the same proportion that the number of acres owned by them subject to this Lease bears to THREE HUNDRED TEN (310) acres. All rent shall be paid in lawful money of the United States without reduction or offset,

and shall be paid at such place or places as may from time to time be designated by Lessor.

ADDITIONAL RENT: In addition to said annual cash rental, as part of the consideration for this Lease, and as additional rent hereunder, Lessee covenants and agrees to bear, pay and discharge promptly as the same become due and before delinquency, all taxes, whether general or special, which may be levied or assessed upon the leased premises, or upon the leasehold of Lessee, or upon the estate hereby created, or upon Lessor by reason of their ownership of the fee underlying this Lease during the term of this Lease, provided, however, that Lessee shall not be under any obligation to pay any income taxes which may accrue or be assessed against Lessor by reason of this Lease, or the payment of rent hereunder, or any inheritance, estate tax, or other death or succession tax which may become a lien upon the land or any interest therein. All of the aforesaid taxes and levies of whatsoever nature which shall relate to a fiscal year during which the term of this Lease commences or terminates shall be pro-rated between Lessor and Lessee. Lessee shall obtain and deliver to Lessor receipts or duplicate receipts for all taxes and levies required to be paid by Lessee promptly upon the payment thereof.

ASSIGNMENT: Lessee shall not assign this Lease, nor any right hereunder, nor any part thereof, without the prior written consent of Lessor. No consent to any assignment of this Lease shall constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance covered thereby, nor shall this Lease, nor any interest therein, be assignable by action or operation of law, including bankruptcy, both involuntary and voluntary, and no

trustee, sheriff, creditor, or purchaser at any judicial sale or any officer of any court, or receiver, shall acquire any right under this Lease or to the possession or use of the premises or any part thereof without the written prior consent of Lessor. Any violation of the term of this paragraph shall, at the option of Lessor, be deemed a breach of this Lease and Lessor may, at Lessor's option, terminate this Lease for such breach. [illegible] of Lessor and said policy or a certificate of insurance in lieu [illegible] with Lessor, and Lessee is to [illegible]

WASTE: The Lessee shall not commit or suffer to be committed any waste upon the demised premises, or any public or private nuisance.

[illegible] insurance NON-LIABILITY OF LESSOR FOR DAMAGES: This Lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, from any cause or causes whatsoever, while in, upon or in any way connected with the demised premises during the term of this Lease, or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost and obligation on account of or arising out of any such injuries or losses however occurring, except such losses as may arise out of any act of comission or omission on the part of Lessor.

LIABILITY INSURANCE: Lessee agrees to take out and keep in force during the life hereof, at Lessee's expense, public liability insurance and property damage insurance in companies and through brokers licensed to do insurance business in the State of California, to protect against any liability to the public incident to the use or resulting from any

accident occurring in or about said premises, in the amount of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS, to indemnify against the claim of one (1) person, and THREE HUNDRED THOUSAND ($300,000.00) DOLLARS to indemnify against the claims of two or more (2) or more persons, arising out of the same incident and TEN THOUSAND ($10,000.00) DOLLARS to indemnify against the claims for injury to property. The said policies shall insure the contingent liability of Lessor and said policy or a certificate of insurance is to be placed with Lessor, and Lessee is to obtain a written obligation on the part of the insurance carrier to notify Lessor in writing prior to any cancellation thereof, and Lessee agrees if Lessee does not keep such insurance in full force and effect that Lessor may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to become a part of the rental and payable as such on the next day upon which rent becomes due.

LESSOR TO BE HELD HARMLESS FROM LITIGATION: Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease, or the demised premises, by reason of any act or omission of Lessee and not because of any act or omission of Lessor, then Lessee shall hold harmless the Lessor from all liability by reason thereof, including reasonable attorneys' fees incurred by Lessor in such litigation and all taxable court costs.

INSOLVENCY; RECEIVER: Either the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Lessee, and the Lessor may, at

Lessor's option, terminate this Lease for such breach.

USE AND CARE OF PREMISES: The demised premises are leased by Lessor to Lessee for agricultural and farming purposes and for no other purpose, and Lessee covenants and agrees to maintain and properly cultivate the demised premises at all times during the term of this Lease in a good and farmerlike manner, and to keep the demised premises reasonably free from all noxious weeds and foul growth.

UTILITIES: Lessee shall pay before delinquent all charges for electricity or power used on the demised premises, including any standby charges for any pumping facilities located on the demised premises used in connection with Lessee's farming operations thereon.

ENTRY AND INSPECTION: Lessor or Lessor's duly authorized representatives or agents may enter upon the demised premises at any and all reasonable times during the term of this Lease for the purpose of determining whether Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of Lessor.

SURRENDER OF PREMISES: Lessee will peaceably surrender possession of the demised premises to Lessor upon the expiration of this Lease, provided, however, that with respect to any crops that may be growing or standing upon the demised premises at the time of the termination of this Lease on December 31, 1973, Lessee shall have the right to remain in possession of the demised premises until said crops so growing are finally harvested, solely for the purpose of caring for and harvesting said growing crops.

TERMINATION: It is expressly understood and agreed by and between the parties hereto that if default shall be made in the performance of any of the covenants and agreements herein contained on the part of Lessee to be paid, kept and performed, then and from thence forth it shall and may be lawful for Lessor in the event of such default on the part of Lessee for a period of ten (10) days after written notice of said default, to enter into and upon said premises and every part thereof, and the same to have again, repossess and enjoy as in its former state, and to remove all persons therefrom, and in such event all of the interest of Lessee in and to any crop or crops then growing upon said premises shall at once terminate and cease and the said Lessor shall be entitled to the whole of said crop or crops and the proceeds thereof, anything hereinbefore contained to the contrary in any wise notwithstanding.

LESSOR'S OPTIONAL RIGHT TO TERMINATE: Lessor may, at Lessor's option, by action of all Lessors acting in concert, terminate this Lease on any anniversary date of this Lease subsequent to the 50th anniversary date hereof, upon the following terms and conditions:

(A) Notice of intention to cancel and terminate this Lease shall be given by Lessor to Lessee in writing not less than sixty (60) days prior to the anniversary date upon which termination is to occur.

(B) Lessee, upon commencement of the term of this Lease will undertake certain improvement to the demised premises involving the leveling of the land to an engineered grade, and the probable

installation of additional wells or water courses, necessary for an adequate water supply which will involve capital expenditure on the part of Lessee, the unrecovered portion of which will be reimbursed to Lessee by Lessor in lawful money of the United States of America concurrently with the termination of this Lease pursuant to this paragraph based upon the following formula: the actual cost of all land leveling, development of water sources and other permanent improvements not to exceed $150.00 per acre incurred by Lessee during the term of this Lease shall be certified by Lessee to Lessor. To this cost shall be added interest thereon at the rate of six (6%) per cent per annum, amortized over a ten (10) year period, being the ten (10) year term of this Lease. The quotient thus obtained shall be multiplied by the number of remaining years of the unexpired term of this Lease had it not been terminated pursuant to the provisions of this paragraph. The result thus obtained shall constitute the sum of money to be paid by Lessor to Lessee in consideration of the exercise of the option by Lessor of the right to terminate this Lease and payment of said sum shall be a condition precedent to such termination.

Notwithstanding such termination, Lessee shall be entitled to remain in possession of the demised premises until all crops then growing or standing upon the demised premises shall have been completely harvested, and the proceeds of all such crops shall belong to Lessee.

NOTICES: Any notice, demand or communication

under or in connection with this Lease or any of the terms hereof may be served upon Lessor by personal service or by mailing the same by registered or certified mail in the United States Post Office, postage thereon fully prepaid, and directed to AUGUSTA H. SNIDER, c/o KENNETH HAUGLEN, Route 1, Box 1540, Davis, California, and may likewise be served on Lessee by personal service, or by so mailing the same addressed to Lessee as follows: MARTIN BROTHERS, a partnership, Route 1, Box 1350, Davis, California. Either Lessor or Lessee may change such addresses by notifying the other party in writing as to such new address as Lessee or Lessor may desire used, and which same shall continue as the address until further written notice.

COSTS OF SUIT: If any action shall be brought by Lessor for the recovery of any rent due under the provisions of this Lease, or for the breach or enforcement of any of the terms, covenants or agreements herein set forth on the part of Lessee to be kept and performed, or for the recovery of possession of said premises, and Lessor shall prevail in any such action, Lessee agrees to pay to Lessor on demand a reasonable attorneys' fee, and further agrees that said attorneys' fee shall be and become a part of Lessor's judgment in any such action.

TIME: Time is hereby expressly declared to be of the essence of this Lease and of all of the covenants, agreements, conditions and obligations herein contained on the part of the parties hereto to be kept and performed.

HEIRS, ETC., TO BE BOUND: The covenants and agreements contained in this Lease shall be binding upon the parties

hereto, and upon their respective heirs, executors, administrators, successors and assigns.

NON-WAIVER OF BREACH: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure by Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year hereinabove first written.

August M. Snyder
AUGUSTA M. SNYDER

Justin Snyder
JUSTIN SNYDER

Marjorie M. Weinhart
MARJORIE M. WEINHART

Gerald V. Snyder
GERALD V. SNYDER

Charles Kenneth Snyder
CHARLES KENNETH SNYDER
(LESSOR)

MARTIN BROTHERS, a Co-Partnership

By Richard T. Martin
RICHARD T. MARTIN

By Robert T. Martin
ROBERT T. MARTIN
(LESSEE)

Book 739 Page 580

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 17th day of December, in the year one thousand nine hundred and Sixty-three
before me, JOHN W. BRINLEY a Notary Public,
State of California, duly commissioned and sworn, personally appeared CHARLES A. HYDE, MARTIN SNYDER, MYRTLE M. KNUDSEN, GERALD P. SNYDER and GERALD KENNETH SNYDER
known to me to be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

JOHN W. BRINLEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires September 13, 1966

JOHN W. BRINLEY
Notary Public, State of California

Control's Form No. 28—Acknowledgment—General
M. C. Co., Sutter

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 17th day of December, in the year one thousand nine hundred and Sixty-three
before me, JOHN W. BRINLEY a Notary Public, State of California,
duly commissioned and sworn, personally appeared RICHARD P. MARTIN and ROBERT W. MARTIN
known to me to be one of the partners of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal,
in the County of Yolo the day and year in this
certificate first above written.

JOHN W. BRINLEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires Sept. 13, 1966

JOHN W. BRINLEY
Notary Public, State of California

Control's Form No. 29—(Acknowledgment—Partnership)
M. C. Co., Sutter

BOOK 730 PAGE 581

RECORDED

EXHIBIT "A"

PARCEL 1: All that real property situate in the County of Yolo, State of California, described as follows:

The most westerly 160 acres of the north 1/2 of Section 31, Township 9 North, Range 3 East, Mount Diablo Base and Meridian.

PARCEL 2: All that real property situate in the County of Yolo, State of California, described as follows:

The most easterly 30 acres of the north 1/2 of Section 31, Township 9 North, Range 3 East, Mount Diablo Base and Meridian, subject to easements and rights of way of record.

PARCEL 3: All that real property situate in the County of Yolo, State of California, described as follows:

That portion of the north 1/2 of Section 31, Township 9 North, Range 3 East, Mount Diablo Base and Meridian, containing 130 acres, more or less, lying between the most westerly 160 acres of the north 1/2 of Section 31, and the most easterly 30 acres of the north 1/2 of Section 31, together with a right of way for private road purposes over a strip of land 30 feet in width adjacent to and paralleling the most southerly boundary of said 30 acre parcel of land referred to above, for the purpose of ingress and egress to and from said 130 acre parcel of land referred to above.

EXHIBIT "A"

5115

7416

CROSS INDEXED 100 00

BOOK 494 PAGE 511

G. C. L

JACOB SNYDER and AUGUSTA E. SNYDER, husband and wife,

hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the same or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and also a right of way, within the hereinafter described strip of those certain lands which are situate in the

County of Yolo, State of California, and described as follows, to-wit:

The S½ of the NW¼, and the NE¼ of Section 31, T. 9 N., R. 1 E., M. D. B. & M., and the NW¼ of Section 5, T. 8 N., R. 1 E., M. D. B. & M.

Sec 31 T 9N R 1E

The aforesaid strip extends entirely across said lands and is particularly described as follows, to-wit:

Part 1. A strip of land of the uniform width of 30 feet extending entirely across the S½ of said Section 31 and lying equally on each side of the line which begins at a point in the southerly boundary line (marked by a fence now upon the ground) of the NE¼ of said Section 31 from which the fence corner marking the southwest corner of the S½ of the NW¼ of said Section 31 bears N. 89° 43' W. 96.5 feet distant and runs thence N. 27° 32' W. 2509.3 feet; thence N. 0° 25½' W. 91 feet, more or less, to a point in the northerly boundary line of said Section 31.

Part 2. A strip of land of the uniform width of 30 feet extending entirely across the NW¼ of said Section 5 and lying equally on each side of the line which begins at a point in the southerly boundary line (marked by a fence now upon the ground) of the NW¼ of said Section 5 from which the 1/4 inch iron pipe marking the west quarter corner of said Section 5 bears S. 89° 02½' W. 1668.7 feet distant and runs thence N. 27° 32' W. 3044 feet, more or less, to a point in the northerly boundary line of said Section 5.

BOOK 491 PAGE 512

First party, for the remainder, from aforesaid, further grants to second party (a) the privilege of using such portion of said lands alongside and within [blank] feet of either side of said strip as may be reasonably necessary in connection with the installation and maintenance of said pipe lines or any thereof, provided that second party shall exercise such privilege of using such alongside portion so as to cause the least practicable damage and inconvenience to first party, and shall reimburse first party for any damage second party shall do on said alongside portion in the exercise of such privilege, and (b) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to first party, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands, provided, further, that if any portion of said lands is or shall be subdivided, and dedicated roads or highways on such portion shall extend to said strip, said right of ingress and egress on said portion shall be confined to such dedicated roads and highways, and provided, further, that second party shall repair any damage it shall do to first party's private roads or lanes on said lands and shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress.

First party shall have the right to use said strip for agricultural and other purposes so far as such use will not be inconsistent with second party's full enjoyment of the rights hereby granted, provided that first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

Second party shall not fence said strip, but second party shall have the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip.

Second party shall promptly backfill any trench made by it on said strip so as to leave the surface of the ground thereover as nearly normal as practicable.

Second party shall have the right from time to time (a) to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip, provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party, and (b) to mark the location of said strip by suitable markers set in the ground, provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

The provisions hereof shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 24th day of August 1956.

+ Jacob C. Snyder

Augusta H. Snyder

Micro Fiched

Executed in the presence of

A. J. Schmidt

FOR NOTARY'S USE ONLY

State of California,

County of Yolo ss.

On this [illegible] before me, [illegible], a Notary Public in and for said County and State, personally appeared [illegible] known to me to be the same person whose name is subscribed to the within instrument as a witness thereto, who being duly sworn, deposed and said that he resides in the [illegible] County of [illegible] State of California; that he was present and saw [illegible] personally known to me to be the person [illegible] described in and who executed the said instrument, as party [illegible], thereto, sign and execute the same; and that at [illegible] request, he, the said witness thereupon subscribed his name as a witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office, in the said [illegible] County of [illegible] State of California, the day and year in this certificate first above written.

[illegible]

Notary Public in and for the [illegible] County of [illegible] State of California.

Prepared [illegible]

Checked [illegible]

-3-

FOR RECORDER'S USE ONLY

VOL 494 PAGE 71

OFFICIAL RECORDS

RECORDED AT REQUEST OF

YOLO TAX & ESCROW CO.

SEP 17 1956

AT 8 min. PAST 9 O'CLOCK A.M.

YOLO COUNTY, CALIFORNIA

FEE $1.80

7416

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-27

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Gordon Wagner, aka Gordon D. Wagner and Adeline E. Wagner

P.O. Box 747, Fairfield, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #7 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Filmed

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Gordon Wagner

Adeline E. Wagner

Gordon D. Wagner

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Solano } S.S.

Micro Fiched

On this 14th day of June 19 71, before me, Myra J. Reddick, a Notary Public in and for said Solano County, personally appeared Gordon Wagner and Adeline E. Wagner, Also known as Gordon D. Wagner known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged that the y executed the same.

WITNESS my hand and official seal.

Myra J. Reddick

Notary Public in and for said Solano County and State

My commission expires 19

(SEAL)

MYRA J. REDDICK
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO
My Commission Expires August 2, 1972

P-169 9-68

TO 1551 (7-68)

TI

RO 9271-047

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel
33-210-06 as to Parcel 1
33-210-08 as to Parcel 2
33-210-27 as to Parcel 3
33-210-32 as to Parcel 4
33-210-10 as to Parcel 5

a California corporation, does hereby guarantee

Gordon Wagner
c/o Everett Whiting
200 North First Street
Dixon, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

GORDON WAGNER also known as GORDON D. WAGNER and ADELINE E. WAGNER, his wife as joint tenants

Deed Recorded

Document No.

see exhibit 'a' attached

I.R.S. $

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See exhibit "B" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 11, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Reserve No. 7

EXHIBIT "A"

Parcel No. 1 by the deed recorded April 28, 1971 as Instrument No. 4969 in Book 975 of Official Records page 388, IRS $25.30; Parcel 2 by the deed recorded May 4, 1971 as Instrument No. 5276 in Book 976 of Official Records page 197, IRS $69.30; Parcel No. 3 by the deed recorded October 16, 1964 as Instrument No. 12944 in Book 775 of Official Records page 599, IRS $37.60; Parcel No. 4 by the deed recorded October 14, 1969 as Instrument No. 11112 in Book 893 of Official Records page 599, IRS $25.30; and Parcel No. 5 by the deed recorded June 11, 1971 as instrument No. 7128, IRS $29.70.

EXHIBIT "B"

Parcel No. 1: The South one-half of the Southeast quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas, mineral or other hydrocarbon substances lying therein or thereunder as reserved in the deed executed by Lorin T. Gremaux et ux recorded April 30, 1962 in Book 672 of Official Records page 151.

RESERVING THEREFROM an undivided three-eights interest in and to all oil, gas, mineral or other hydrocarbon substances lying therein or thereunder as reserved in the deed from Carl E. Simon, Jr. et al recordedApril 28, 1971 in Book 975 of Official Records page 388.

Parcel No. 2: The Northeast quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M., according to the official plat thereof.

Parcel No. 3: The North one-half of the Southeast quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M.

Micro Fiched

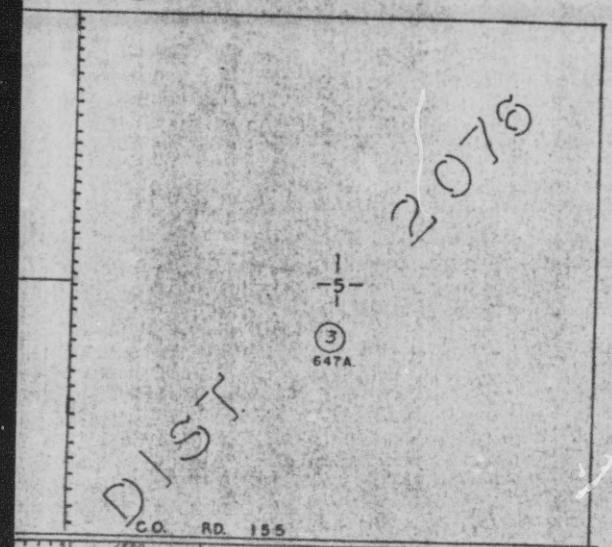
RESERVING THEREFROM an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property and also the right to drill for, produce and use water from said real property in connection with its drilling or mining operations thereon as reserved in the deed executed by Fred S. Ramsdell et ux recorded October 16, 1964 in Book 775 of Official Records page 599.

EXCEPTING THEREFROM that portion thereof conveyed by deed executed by Gordon Wagner et ux to Frank G. Finnegan et ux recorded November 10, 1966 in Book 841 of Official Records page 567.

Parcel No. 4: The Southwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M. EXCEPTING THEREFROM the Southeast quarter of said Southwest quarter.

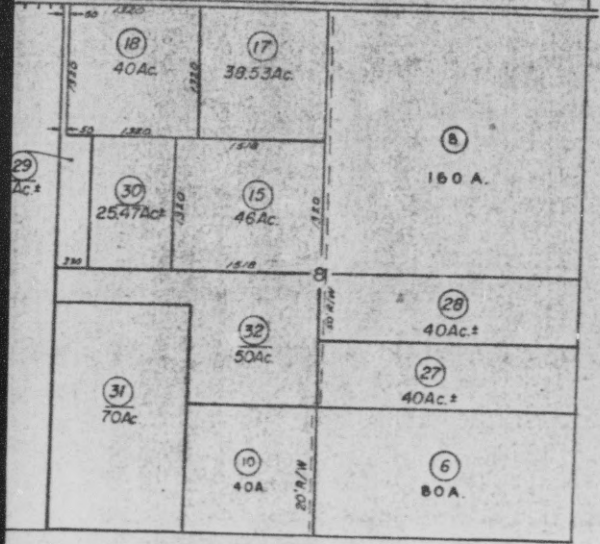
ALSO EXCEPTING THEREFROM the West one-half of the Southwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M., excepting therefrom the North 330 feet thereof.

Parcel No. 5: The Southeast quarter of the Southwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M.



1" = 1200'

Micro Fiched



Assessor's Map Bk. 33 Pg. 21
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

AUG. 1956

FEB 1951

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-28

IAND USE CONTRACT

THIS IAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between _____

X Esther M. Gainey

Frank F. Gainey

5032 S.W. Hilltop Lane, Portland, Oregon
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #3 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X _____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA, } ss.
County of Yolo }

Micro Fiched

On this 29th day of June in the year one thousand nine hundred and seventy one before me, Jan L. Krogness, a Notary Public, State of California, duly commissioned and sworn, personally appeared Esther N. Janney and Frederick F. Janney

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that the executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1972

Jan L. Krogness
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25921

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64084 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

FREDERICK F. JANNEY

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 3 "Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64084 Effective Date: June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Frederick F. Janney also known as Frederic F. Janney and Esther W. Janney

Title Vests: Frederick F. Janney also known as Frederic F. Janney and Esther W. Janney, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

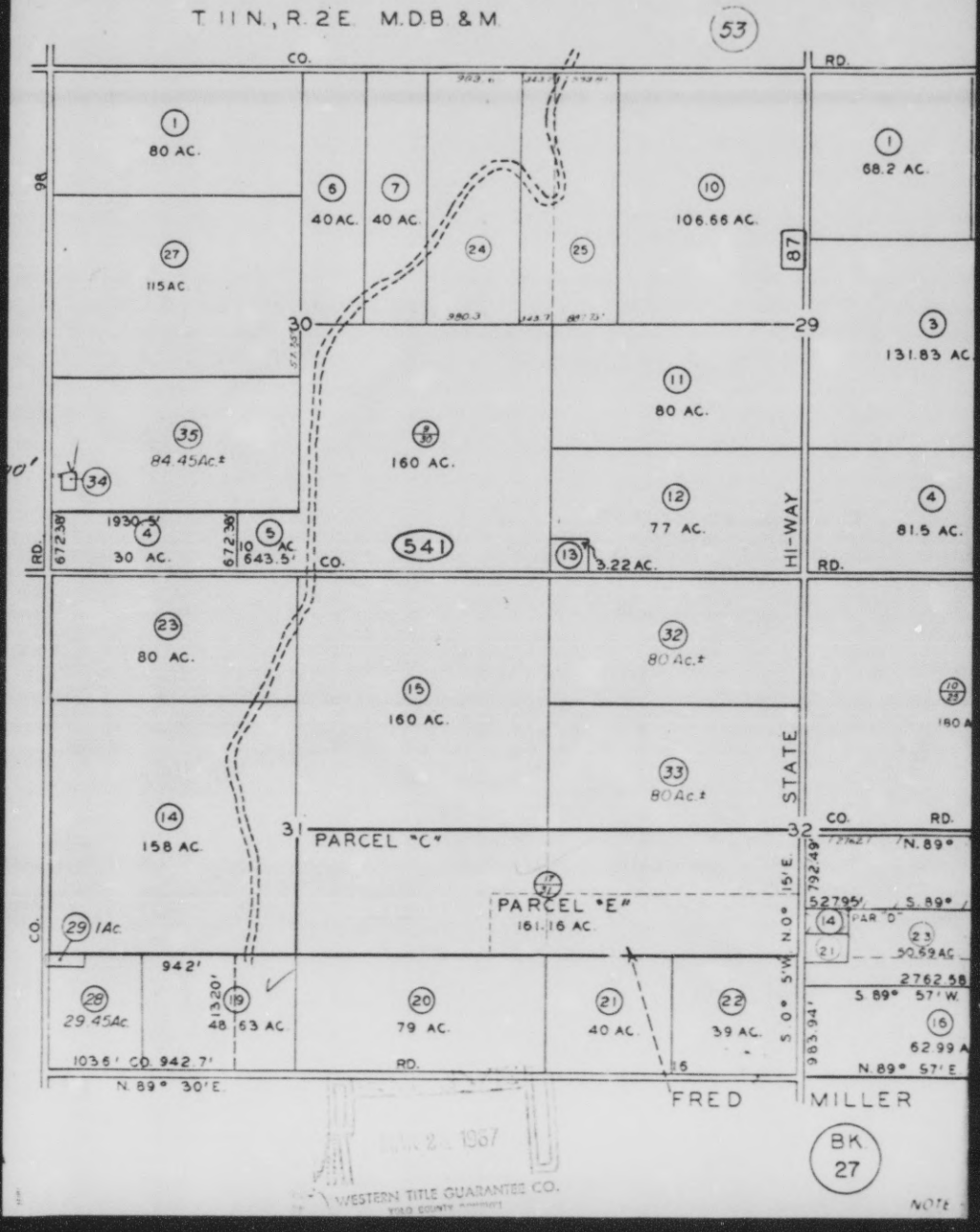
Parcel "C" and E of the Fred Miller Ranch, according to the map of Fred Miller Ranch, being a part of Sections 31, 32, 33, Township 11 North, Range 2 East, M. D. B. & M., on file in the office of the Recorder of Yolo County, in Book 4 of Maps and Surveys, at page 23, on September 24, 1914.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and other hydrocarbons and minerals, reserved in Deed from Bank of America National Trust and Savings Association, to Frederick F. Janney and Esther W. Janney, his wife, dated December 2, 1942, recorded January 11, 1943, in Book 170 of Official Records, at page 410.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 19-541-17, Code Area 87-052.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched



WESTERN TITLE GUARANTEE CO.

Recorded Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-29

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Agnes H. Sherman

1223 North Everett St., Glendale, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #97 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Agnes H Sherman
(Agnes H. Sherman)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
Sacramento) ss.
COUNTY OF/XXXX)

On this 23rd day of June, 1971, before me Otto Rohwer, a notary public in and for the County of Sacramento personally appeared AGNES H. SHERMAN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me thatshe executed the same.

Dated this 23rd day of June, 1971.

Otto Rohwer
LAURENCE P. HENIGAN, COUNTY CLERK

OTTO ROHWER
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 14, 1972

GUARANTEE

68 25868

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63975 Liability $ 140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR and ROHWER
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971, at 8:00 a.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

addition to Preserve No. 97 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63975 Effective Date: May 24, 1971, at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Agnes H. Sherman, as to an undivided one-half interest, and Agnes Helen Sherman, as to an undivided one-half interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL 1: Lot 14 as shown on the map of "Holland Land Co. Subdivision No.6, Yolo County, California,", filed for record in the office of the County Recorder of Yolo County, California, on February17, 1921, in Book 3 of Maps, at page 44.

PARCEL 2: Lot 15, as shown on the map of "Holland Land Co. Subdivision No.6, Yolo County, California", filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM those portions conveyed to Sacramento Northern Railway, a corporation, by the following deeds:

(a) Harry D. Sherman and wife, to Sacramento Northern Railway, a corporation, dated June 2, 1928, recorded June 11, 1928, in Book 117 of Deeds, at page 223.

(b) Harry D. Sherman, et al., to Sacramento Northern Railway, a corporation, dated November 17, 1928, recorded December 21, 1928, in Book 118 of Deeds, at page 318.

ALSO EXCEPTING FROM said Parcel Nos: 1 and 2, that portion described in the deed from Agnes Helen Sherman, also known as Agnes H. Sherman, to the County of Yolo, dated August 17, 1970, recorded December 2, 1970, in Book 959 of Official Records, page 158.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel Nos. 016-260-~~07~~ 32 and 016-260-~~08~~ 33 for the tax year 1970-71, except portion described in Book 959 of Official Records, Page 158.

CLARKSBURG ROAD
V-DITCH
R.W.
15
15
CO.
1168.86'
1595.62'
1076.06'
2564.28'
1470.9
5
53.245A.
6
53.393A.
50.0A.
37
57.94 A
19
51.862 A.
S.23°39'30"E.
1685.62'
TUEL CANAL
2012.21'
2036.94'
1470.83'
N.
15-70A.
E. 1659.48'
E. 2391.8'
28
246.03Ac
M/R
18
50.0A.
Micro Fiched
E. 1835.15'
1
13
14
729.74'
1075.78'
E. 1805.52'
SHERMAN RD.
1080.76'
11
36.23A.
E. 2524.77'
24
99
1107.35'
4
53.244A.
2
17-20A.
1230.5'
C.M.N.E.
514.85'
16-40A.
1585.93'
17
50.0A.
GAFNEY RD.
2321.87'
18-75A
CO.RD. 153
U-DITCH R.W.
12
66.68A
C. D. DITCH R.W.
ST. HIWAY
JEFFERSON BVLD.
1471.87'
3
100.0A.
S. N. P. R. R.
DRAINAGE
E. 3601.78'
3 287.621A.
18
277.197 A.
2035.98'
2
155.191A.±
14
29.38A.±
CENTRAL
D-DITC
24

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-30

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between Hershey Conservatorship
c/o Clark & Anderson
610 American Trust Building
Berkeley, California 94704
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 18, 1971, before me the undersigned ~~County Clerk~~ Notary Public in and for said State of the ~~County~~ of Yolo, personally appeared Roger Clark and Wesson Flournoy, known to me to be the ~~person(s)~~ persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 18th day of June, 1971.

OFFICIAL SEAL
C. SCOTT ANDERSON JR.
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ALAMEDA COUNTY
My Commission Expires April 26, 1973

C. Scott Anderson Jr.
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
C. Scott Anderson, Jr., Notary Public.

GUARANTEE

68 25912

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64068 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Reese, Clark, and Warren Flourney, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clinton Flourney
Vice President

By R H Morton President

By John W. Gramp Secretary

CLTA GUARANTEE FACE PAGE—1967

addition to Reserve No. 64 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64068 Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of Florence Hershey

Title Vests: The Heirs or Devisees of Davidella Hershey, deceased, subject to Administration in her estate, an undivided $\frac{1}{4}$ interest; and Florence F. Hershey, an undivided 3/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The East 80 acres of the Northwest Quarter of Section 13, Township 12 North, Range 1 West, M. D. B. & M.

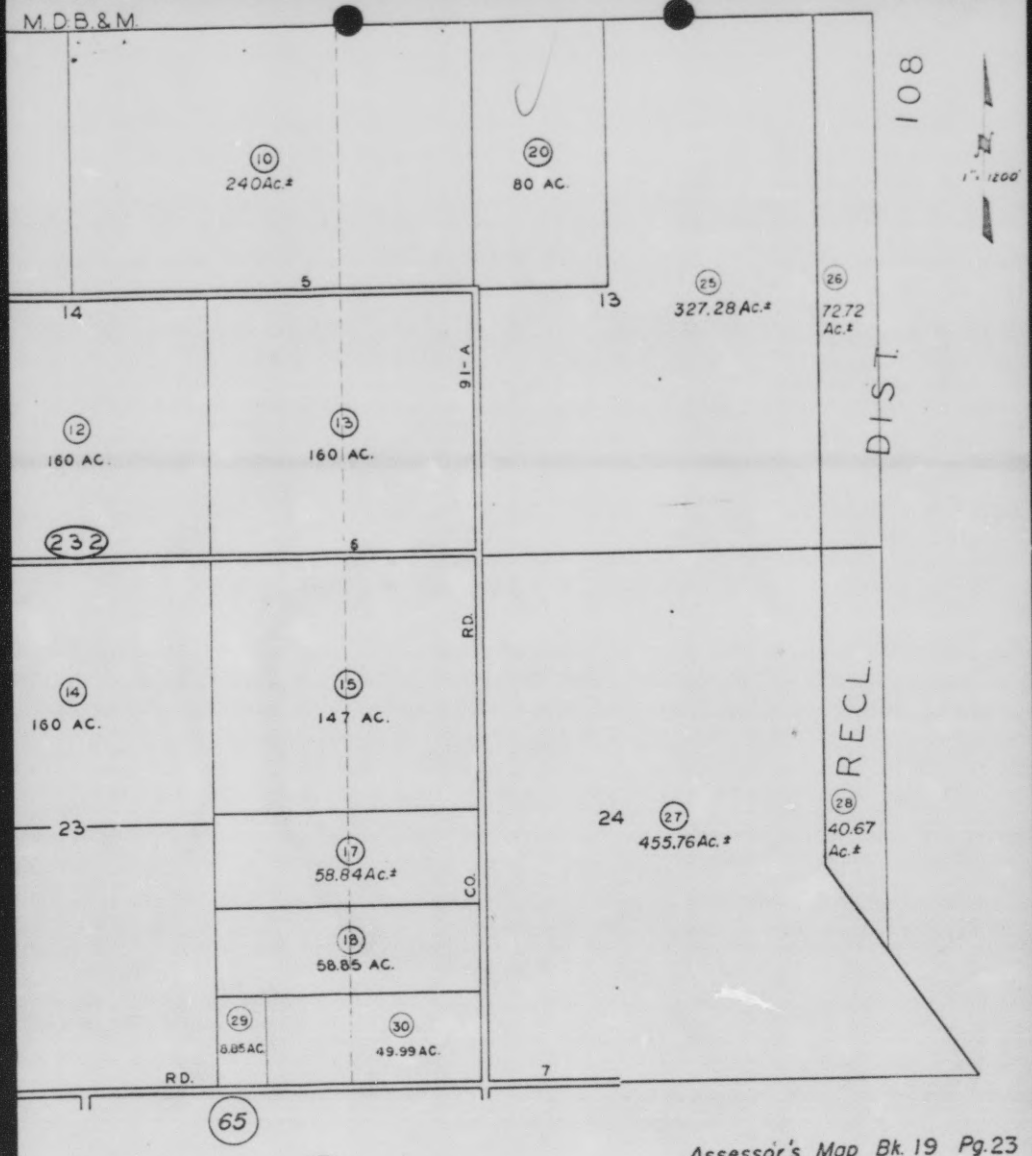
Note: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 19-232-20, Code Area 62-001.

Note: This Guarantee is limited to the above described property,

Micro Fiched

T. 12 N., R. 1 W.
M.D.B.&M.

19-23



SEE BOOK 99

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 19 Pg. 23
County of Yolo, Calif.

CHG. IN OWNERSHIP OCT. 1970

JULY 1950

Name, Address and Telephone of Attorney(s) | Space Below Use of Court Clerk Only

CLARK & ANDERSON
HENRY POPPIC
WILLIAM H. WOOLSEY
Attorneys at Law
610 American Trust Building
Berkeley, California 94704
Tel: 848-2235

XEROX CERTIFIED COPY

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By Marina Ramirez Deputy

Attorney(s) for Administrators

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of

DAVIDELLA HERSHEY

Deceased.

No. 12201

LETTERS OF ADMINISTRATION

Micro Fiched

State of California, County of YOLO:

REECE CLARK, DAVID ADAMS and WARREN FLOURNOY

are (is/are) hereby appointed administrators of the estate of the above named decedent.

Witness, LAURENCE P. HENIGAN, clerk of the [illegible] with the seal of the court affixed.

Dated April 17, 1970

(SEAL)

[illegible] Clerk

By [illegible] Deputy Clerk

DECLARATION

I will perform according to law the duties of administrator of the estate of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 17, 1970, at Woodland, California.

Reece Clark

David Adams

Warren Flournoy

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force.

Dated April 17, 1970

(SEAL)

LAURENCE P. HENIGAN Clerk

By [illegible] Deputy Clerk

Form approved by the Judicial Council of California, Rev. 10-67

LETTERS OF ADMINISTRATION

Prob. C. Secs. 512, 540; C.C.P. Secs. 1013, 1013a, etc.

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-31

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Myrtle E Owen

P.O Box 144 Rough + Ready, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #74 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Myrtle E. Owens

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 22, 1971, before me the undersigned ~~County Clerk~~ of the County of Yolo, personally appeared Myrtle E. Owen, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22 day of June, 1971.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1972

Jan L. Krogness
~~LAURENCE P. HENIGAN, COUNTY CLERK~~

(Rev. 4-71)

GUARANTEE

68 25727

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64070 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Filmed

MYRTLE E. OWEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971, at 5:00 p.m. in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 74
Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64070 Effective Date: June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Myrtle E. Owen

Title Vests: Myrtle E. Owen

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The East half of the Southeast Quarter of Section 11, the Southeast Quarter of the Northeast Quarter of Section 11; and the Southwest Quarter of the Southwest Quarter of Section 12, all in Township 12 North, Range 4 West, M. D. B. & m.

Micro Fiched

EXCEPTING THEREFROM all that real property located Northeast of right of way for highway purposes, granted by M. A. Schnapple, a widow, to the State of California, by Deed dated November 6, 1935, and recorded December 17, 1935, in Book 86 of Official Records, at page 206. (It affects a portion of the Southeast Quarter of the Northeast Quarter of Section 11, Township 12 North, Range 4 West, M. D. B. & M.)

ALSO EXCEPTING THEREFROM that portion conveyed by N. Fred Bruhn and Marjory Bruhn, husband and wife, to State of California, by Deed dated December 13, 1954, recorded February 16, 1956, in Book 477 of Official Records, at page 191, described as follows:

All that portion of that certain Parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 12 North, Range 4 West, M. D. B. & M., described in that certain Deed to N. Fred Bruhn and Marjory Bruhn, his wife, dated July 9, 1954, recorded August 11, 1954 in Book 430 of Official Records, at page 463 lying within the following described boundaries:

BEGINNING at a point from which a stake in a rock mound marking the Northeast corner of Section 11, said Township and Range bears North 4° 22' 10" West 2173.77 feet, said point also being distant 67.40 feet Northeasterly measured radially from Engineer'- Station "A4" 101+52.64 of the base line of the Department of Public Works 1954 Survey between Rumsey and 2.3 miles North, Road III-Yol-50-A; thence from said point of beginning, North 34° 21' 25" West 1073.40 feet; thence South 84° 22' 18" West 148.25 feet; thence South 34° 21' 25" East 402.35 feet; thence South 10° 38' 35" West 141.42 feet; thence South 23° 02' 49" East 254.95 feet; thence South 40° 11' 51" East 375.94 feet; thence South 72° 42' 53" East 188.34 feet; thence North 9° 37' 52" East 179.79

feet, more or less, in addition to the portion thereof now used and acknowledged as public way

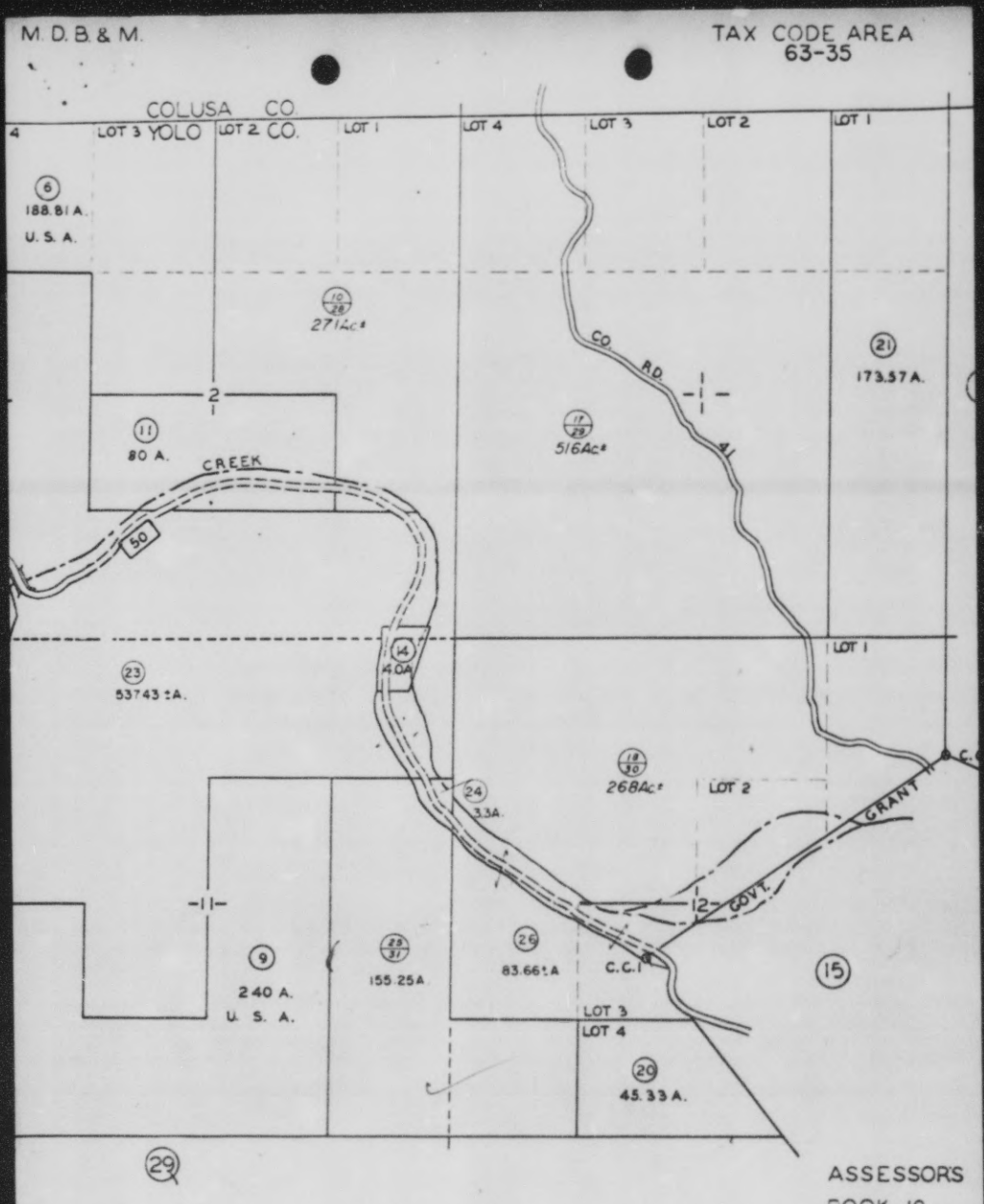
ALSO the underlying fee interest in that portion of that certain State Highway Right of Way acquired by the State of California, by Deed dated November 6, 1935, recorded in Book 86, of Official Records, at page 206 that lies within the above described boundaries.

ALSO EXCEPTING THEREFROM all oil, gas, and mineral rights for a period of Twenty Years, as reserved in Deed executed by Higgins & Sons Realty Co., a corporation, to N. Fred Bruhn and Marjory J ruhn, his wife, dated July 9, 1954, recorded August 11, 1954, in Book 430 of Official Records, at page 463.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 18-260-25, Code Area 63-035.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950

ASSESSORS
BOOK 18
COUNTY OF Y

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-32

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Isabel Durst Story
2953 Leta Lane
Sacramento Calif 95821
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #30 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dustin Corkins
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Isabel Hurst Story

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

ON this June 28, 1971, before me the undersigned Notary Public of the County of Sacramento, personally appeared ISABEL DURST STORY, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28 day of June, 1971.

OFFICIAL SEAL
GEORGE W. STORY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

George W. Story
GEORGE W. STORY
My Commission Expires June 28, 1971

GUARANTEE

68 25887

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64023 Liability $ 140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

OSCAR DURST, Jr.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 1st. 1971, at 5:00 p.m. , in the County of Yolo, /State of California

Countersigned: Ann Thomas
Vice President

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By John W. Young Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 30 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64023 Effective Date: June 1st, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Isabel Durst Story

The following described property vests in:
Isabel Durst Story.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The West half of the following described property:
A part of Lot Q as the same appears of record in the office of the County Recorder of Yolo County, California, on "Map of Part of the Rancho Canada de Capay, survey by Arnold & Gillig, by Charles F. Reed"., and more particularly described as follows:

Beginning at the N. E. corner of said Lot Q, and running thence S. 9° 40' 40" West, 1440.20 feet, along the East line of said Lot Q, to the N. E. corner of the tract of land now or formerly owned by J. W. Monroe; thence S. 80° 40' 40" West, along the North line of land of J. W. Monroe, 4722.70 feet to a point in the County Road; thence N. 4° 10' East along said county road, 1402.34 feet to a point on the North line of said Lot Q; thence N. 81° 14' East along the North line of said Lot Q, 4865 feet, more or less, to the point of beginning.

Micro Fiched

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 21-080-19, for the tax year 1970-71.

O CANADA DE CAPAY
21-08
78
GRANT LINE R.C. DE C.
3347.33'
N.E. COR. LOT C
N. 81° 14' E.
18
75 Ac±
19
75 Ac±
1440'
1402.34'
S. 80° 40' 40" W.
9
150 A.
1486.65'
4578.88'
14
253.78 Ac±
15
66.59 Ac±
S. 5° W. 5976.96'
1445.45'
CANAL
HOLLOW
CO. RD. 85
N. 4° 46' W. 3828'
62
13
10
400 A.
S. 9° 40' 40" W.
16
373.33 Ac±
N. 49° 04' W.
2264.05'
S. 28° 56' W.
1798.1'
6
5590A
CANAL
HUNGRY
CANAL
Micro Fiched
5
250 A.±
17
248.11 Ac±
12
DAMS
67
REEK
1" = 1200'
Assessor's Map Bk. 21 Pg. 08
County of Yolo, Calif.
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
CHG. 3
FEB. 1969
AN 1951

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-33

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Russell G. Graham, Jr., Barbara M. O'Neill, fka Barbara M. Graham, Russell G. Graham, Jr., Trustees under the Will of Robert D. Graham, Robert D. Graham, Jr., Mary Ellen Gilmore and Russell G. Graham, Jr., Trustees under Deeds dated August 2, 1965.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #70 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
(Russell G. Graham, Jr.)

_____
(Barbara M. O'Neill)

_____
(Russell G. Graham, Jr., Trustee)

_____
(Robert D. Graham, Jr.)

_____
(Mary Ellen Gilmore)

_____
(Russell G. Graham, Jr., Trustee)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA,
County of SACRAMENTO } ss.

Micro Fiched

On this 21 day of June in the year one thousand nine hundred and Seventy-One, before me, Susan Lynn Pieratt, a Notary Public, State of California, duly commissioned and sworn, personally appeared Russell G. Graham, Jr., Barbara M. O'Neill, Russell G. Graham, Jr., Trustee, Robert D. Graham, Jr., Mary Ellen Gilmore, & Russell G. Graham, Jr., Trustee known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SACRAMENTO the day and year in this certificate first above written.

Susan Lynn Pieratt
Notary Public, State of California.

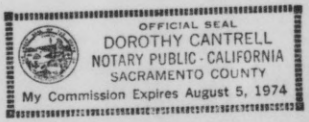
Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) My Commission Expires MY COMMISSION EXPIRES MAY 17, 1975

PRINTED 6/25/64 42-0786

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss
County of Sacramento)

On this 24th day of June, 1971, before me the undersigned, a notary public in and for said county and state, personally appeared RUSSELL G. GRAHAM, JR., known to me to be the person who executed the within instrument as Trustee under the last will of Robert D. Graham, deceased and Trustee under deeds dated August 2, 1965, and also known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as Trustee under such documents.



Dorothy Cantrell
Notary Public DOROTHY CANTRELL

GUARANTEE

68 25858

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63974 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER, Attorneys at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By J. W. Kemp Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 70 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63974 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

RUSSEL G. GRAHAM, Jr., an undivided 1/4 interest, by Deed dated December 28,1950; BARBARA M. GRAHAM, an undivided 1/4 interest, by Deed dated December 28, 1950, which describes said vestee as a "widow"; RUSSELL G. GRAHAM, Jr., as Trustee under the last Will and Testament of ROBERT D. GRAHAM, deceased, an undivided 1/4 interest; RUSSELL G. GRAHAM, Jr., as Trustee, an undivided 1/8 interest by Deed dated August 2, 1965; and RUSSELL G. GRAHAM, Jr., as Trustee by Deed dated August 2, 1965.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lot no, 13 as said lot is delineated and described on that certain map entitled "Holland Land Co. Subdivision No. 7, Yolo County, California," which map was on January 19, 1921 recorded in the office of the County Recorder of Yolo County, California, on Map Book 3, at page 37, containing 104.619 acres of land, more or less.

EXCEPTING THEREFROM a 6.88 acre tract conveyed by Ramona E. Wulff to Sacramento Northern Railway, a corporation, by Deed dated May 31, 1928, and recorded June 8, 1928, in Book 117 of Deeds at page 201..

PARCEL 2: Lot No. 14, as said lot is delineated and described on that certain map entitled Holland Land Co. Subdivision No. 7, Yolo County, California, which map was on January 19, 1921 recorded in the Office of the County Recorder of Yolo County, California, on Map Book 3 at page 37, containing 104.619 acres.

PARCEL 3: Lot No. 15 as said lot is delineated and described on that certain map entitled " Holland Land Co. Subdivision No. 7, Yolo County, California" which map was on January 19, 1921 recorded in the Office of the County Recorder of Yolo County, California, in Map Book No. 3, at page 37, containing 104.619 acres, more or less.

EXCEPTING THERE FROM a 6.46 acre tract conveyed by H.B. Wulff and wife, to Sacramento Northern Railway, by deed dated May 31 ,1928, and recorded June 8, 1928, in Book 117 of Deeds, at page 204.

PARCEL 4: Lot No. 16, as said lot is delineated and described on that certain map entitled "Holland Land Co. Subdivision No. 7, Yolo County, California" which map was on January 19, 1921 recorded in the office ofthe County Recorder of Yolo County, California, on Map Book 3 at page 37, containing 104.619 acres of land, more or less.

EXCEPTING THEREFROM a tract containing 6.94 acres conveyed by F.L. Wulff and Leslie B. Wulff, his wife, to Sacramento Northern Railway, a corporation, by Deed dated May 21, 1928, recorded June 8, 1928 in Book 117 of Deeds at page 207.

(continued)

NOTE: This Property Search Guarantee is limited to the above described property which is Assessor's Parcel No. 016-301-02, for the tax year 1970-71.

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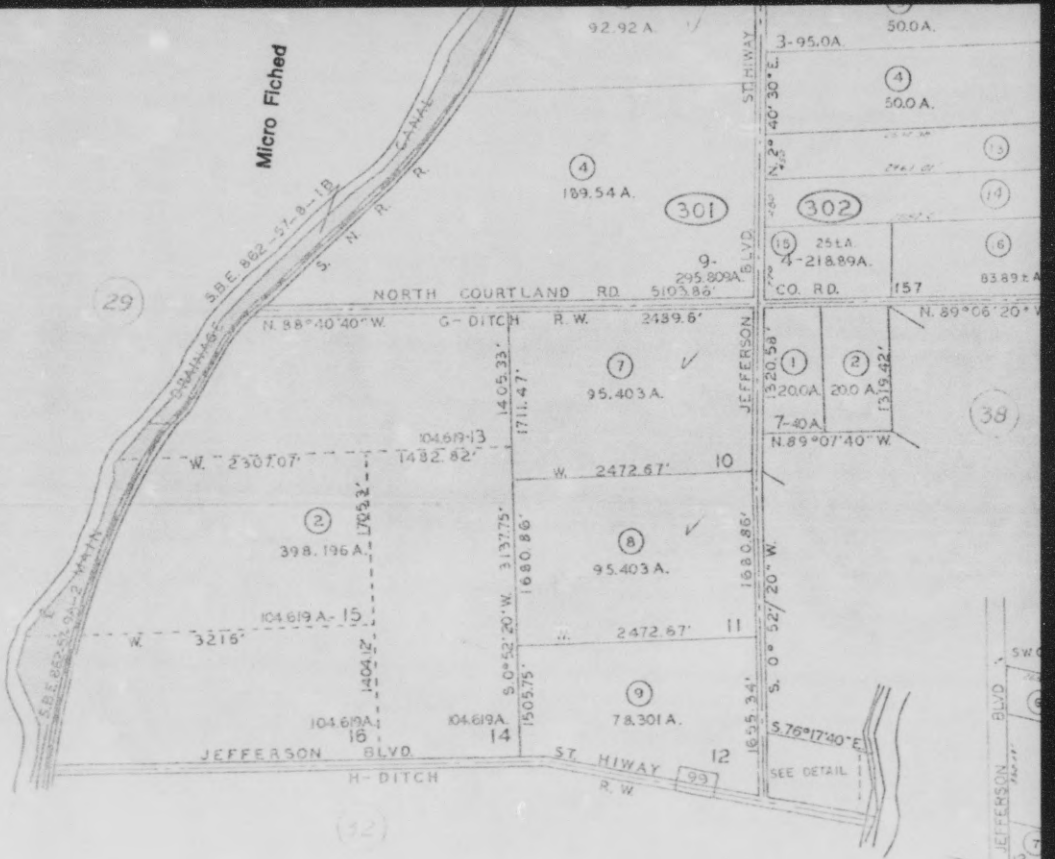
Micro Fiched



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

SEPT 1960

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-34

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between **Alta G. Heringer, Donald S. Heringer, John F. Heringer, Jr., Genette H. Whisenhunt, George Heringer, Ned Heringer, Frederick J. Heringer, Lester S. Heringer, James T. Heringer, Robert P. Heringer, Richard T. Heringer and Wilfred R. Heringer** c/o Downey Brand Seymour & Rohwer (mailing address) 1007 Seventh St, Sacramento, Cal. hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Hopkins
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

(See Exhibit "B")

Alta G. Heringer
by Ned G. Heringer, Attorney in Fact
(Alta G. Heringer)

Donald S. Heringer
(Donald S. Heringer)

John F. Heringer
(John F. Heringer, Jr.)

Genette H. Whisenhunt
(Genette H. Whisenhunt)

George Heringer
(George Heringer)

Ned Heringer
(Ned Heringer)

Frederick J. Heringer
(Frederick J. Heringer)

Lester S. Heringer
(Lester S. Heringer)

James T. Heringer
(James T. Heringer)

Robert P. Heringer
(Robert P. Heringer)

Richard T. Heringer
(Richard T. Heringer)

Wilfred R. Heringer
(Wilfred R. Heringer)

Micro Fiched

STATE OF CALIFORNIA)
) ss
County of Sacramento)

On this 28th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared DONALD S. HERINGER, JOHN F. HERINGER, JR., GENETTE H. WHISENHUNT, GEORGE HERINGER, NED HERINGER, FREDERICK J. HERINGER, LESTER S. HERINGER, JAMES T. HERINGER, ROBERT P. HERINGER, RICHARD T. HERINGER and WILFRED R. HERINGER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

Dorothy Cantrell
Notary Public DOROTHY CANTRELL

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

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On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25874

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63984-D Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

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GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 31, 1971, at 5:00 p.m., in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Scruggs Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 83
Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63984-D Effective Date: May 31, 1971, at 5:00 pm

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Heringer Bros. and Heringer Ranches,

Title Vests: Alta G. Heringer, an undivided 1/4 interest; Donald S. Heringer, John F. Heringer, Jr., Genette H. Whisenhunt, George Heringer and Ned Heringer, in equal shares, an undivided 1/4 interest; Frederick J. Heringer, Lester S. Heringer, James T. Heringer, Robert P. Heringer, Richard T. Heringer and Wilfred R. Heringer, an undivided 1/2 interest.

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The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lot One (1), as the said lot is delineated and so designated on that certain map entitled: "Holland Land Co. Subdivision No. 7, Yolo County California," which map was recorded in the office of the County Recorder of Yolo County on January 19, 1921, in Map Book No. 3, at page 37.

PARCEL 2: Lot Twelve (12), as the said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which map was recorded in the office of the County Recorder of Yolo County, California on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM that portion of said Lot 12, described as follows: BEGINNING at a point in the original center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. N. R. 1" bears West 1636.23 feet, and running thence from said point of beginning North 24° 25' W., 357.67 feet; thence North 66° 22' 45" East, 222.50 feet; thence South 32° 15' 30" East, 304.00 feet to a point in the said original center line of Netherlands Road; thence following the said original center line of Netherlands Road, South 47° 30' West, 233.50 feet; thence continuing along the said original center line of Netherlands Road, West 46.12 feet to the point of beginning, containing 1.935 acres, more or less.

ALSO EXCEPTING THEREFROM that portion of Lot 12, Holland Land Company, Subdivision No. 6, as same appears of record in Map Book 3, Page 44, Yolo County Records, described as follows:
Beginning at the intersection of the East line of the ditch designated "F4" with the North line of Netherlands Road as same appear of record on said Subdivision Map; thence North along the East line of said "F4" ditch 290.40 feet; thence S. 87° 21' E., parallel with said North line of Netherlands Road 150.00 feet; thence South parallel with said ditch line 290.40 feet to said North line of Netherlands Road; thence N. 87° 21' W., along said line 150 feet to the point of beginning, containing 1.00 acres of land.

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PARCEL 3: Lot 53 as the said Lot is delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 6, Yolo County, California," which map was recorded in the office of the County Recorder of the County of Yolo, on February 17,1921, in Book 3 of Maps at page 44.

PARCEL 4: Beginning at a concrete monument set at the Northwest corner of Swamp Land Survey No. 376 of Yolo County Surveys, as said monument is delineated and so designated on that certain map entitled Holland Land Company Subdivision No. 6 of Yolo County, California. Said map being filed in the office of the Recorder of Yolo County, February 17, 1921, in Book 3 of Maps, at page 44; thence along the line common to said S.L.S. No. 376 and said Holland Land Company Subdivision No. 6, South 85° 17' 30" East 1530.76 feet to a point in the center line of the Netherlands Road; thence along the center line of said Netherlands Road, South 12° 55' 30" West, 1177.38 feet; thence leaving said Netherlands Road center line North 73° 57' 30" West 25.01 feet to a concrete monument marked "N.E.G.M.K." and set at the Northeast corner of the property of G. M. King; thence continuing North 73° 57' 30" West 1293.97 feet to the West line of said S.L.S. No. 376; thence along said West line of S.L.S. No. 376, North 0° 20' 20" East, 908.73 feet to the point of beginning, containing 33.72 acres, and being the Northwest portion of S. L. S. No. 376.
EXCEPTING THEREFROM the following: A portion of the F. T. King Tract as the same is shown and designated on the official plat or map of Holland Land Co. Subdivision No. 6, on file in the office of the County Recorder of Yolo County, California, described as follows:

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BEGINNING at a point in the center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. "N.E.G.M.K." bears South 12° 55' 30" West 408.52 feet and North 83° 22' 05" West, 25.15 feet, and running thence from said point of beginning North 77° 04' 30" West 217.00 feet; thence North 12° 55' 30" East 298.00 feet; thence South 77° 04' 30" East, 180.00 feet; thence North 12° 55' 30" East, 65 feet; thence South 77° 04' 30" East, 37.00 feet to a point in the aforesaid center line of Netherlands Road; thence following the said centerline of Netherlands Road South 12° 55' 30" West 363.00 feet to the point of beginning, containing 1.540 acres,more or less.

PARCEL 5: Commencing at a point on the West line of Swamp Land Survey No. 376, Yolo County Surveys, located South 0° 20' 20" West 908.73 feet from a concrete monument marking the Northwest corner of Swamp Land Survey No. 376 Yolo County Surveys, said Northwest corner of Swamp Land Survey No. 376 being located North 85° 17' 30" West, 1530.76 feet from a concrete monument marking the Southwest corner of Lot 51, as said lot is designated on that certain map entitled Holland Land Co. Subdivision No. 6, Yolo County, California, filed for record in the office of the Yolo County Recorder on February 17, 1921, in Book 3 of Maps, at page 44; thence from said point of commencement, South 73° 57' 30" East, 1293.96 feet to a point on the West line of Lot 54 of said Subdivision; thence along the West line of lot 54, which is also the West line of Netherlands Road, South 0° 20' 20" West 2981.34 feet to the Southeast corner of Swamp Land Survey No. 376; thence along the South line of said Swamp Land Survey North 57° 14' 30" West, 1040.90 feet; thence South 89° 44' West 367 feet to the West line of said Swamp Land Survey No. 376; thence North 0° 20' 20" East along the West line of said Swamp Land Survey 376, 2777.40 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed by John F. Heringer, Sr., Alta G. Heringer, Stephen F. Heringer and Mabel H. Heringer to Robert P. Heringer, by deed dated January 15, 1953, recorded June 23, 1953, in Book 397 of Official Records, at page 58, Recorder's File No. 4291, described as follows:

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A PORTION of the G. M. King Tract, as the same is shown and designated on the official map or plat of Holland Land Co. Subdivision No. 6, on file in the office of the County Recorder of Yolo County, California, and being bounded and more particularly described as follows, to-wit:

BEGINNING at a point in the center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co., Subdivision No. 6, as "Conc. Mon. M.E.G.M.K." bears North 0° 20' 20" East, 21.45 feet and North 83° 22' 05" West, 25.15 feet; and running thence from said point of beginning along the said center line of Netherlands Road, South 0° 20' 20" West 148.59 feet; thence leaving the said centerline of Netherlands Road and running North 80° 42' 40" West, 446.48 feet; thence North 12° 21' 20" East, 169.85 feet; thence South 77° 33' 25" East 414.92 feet to the point of beginning, containing 1.561 acres,more or less.

PARCEL 6: Lot 52 as shown on the official plat of "Holland Land Co. Subdivision No. 6, Yolo County, California", recorded in the office of the County Recorder of the County of Yolo, on February 17, 1921, in Book 3 of Maps, at page 44, containing 85 acres.

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PARCEL7: All of Lots Nos. 41 and 42 and portions of Lots Nos. 38 and 40, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44,said lots and portions of said lots being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot No.42, thence along the line common to said Lot No. 42 and Lot No. 52 of said subdivision No. 6, West 1906.18 feet to the Southwest corner of said Lot No. 42; thence leaving said lot line along the West line of said Lots No. 42 and 38, North 2140.97 feet to a point; thence North 81° 26' 17" East, 458.65 feet to a point; thence South 81° 34' 24" East 119.77 feet to a point;thence South 58° 32' 42" East, 198.89 feet to a point; thence South 48° 36' 30" East, 181.06 feet to a point; thence North 72° 42' 15" East 2453.33 feet to the Easterly line of said Lot No. 40; thence along said Easterly line South 25° 58' West 3000.48 feet to the point of beginning, containing 128.061 acres of land.

AN APPURTENANT RIGHT OF WAY in favor of the above described property conveyed by deed executed by Holland Land Company, a corporation to Stephen F. Heringer, et al., dated January 2, 1932, recorded January 13, 1932, in Book 32 of Official Records, at page 315, described as follows:

A strip of land 20 feet wide whose West line is described as follows: Beginning at the Northwest corner of Lot 38, as shown on the map of Holland Land Co. Subdivision No. 6, above mentioned, thence South along the West line of Said Lot No. 38, 879.63 feet for the purpose of providing ingress and egress to and from the property above described, and Central Avenue as said Avenue is shown and designated on said map aforesaid.

PARCEL 8: Lots 43,44,45,46,47,48,49 and 50, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM the following:

(a) A Portion of Tract No. 43 as the same is shown and delineated on the official map or plat of Holland Land Co. Subdivision No. 6 on file in the office of the County Recorder of Yolo County, California, described as follows:

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Beginning at a point in the center line of Central Avenue, from which said point of beginning a point at the intersection of the said center line of Central Avenue with the center line of Netherlands Road bears South 63° 44' 30" West 675.00 feet; and running thence from said point of beginning along the said center line of Central Avenue, North 63° 44' 30" East, 81.70 feet to a point in a fence line; thence following the said fence line, South 71° 45' 15" East, 172.95 feet to a point; thence leaving the said fence line and running South 30° 55' 45" West 185.42 feet; thence North 62° 05' 15" West 105.00 feet; thence North 21° 15' West 141.95 feet to the point of beginning containing 0.680 acres, more or less.

(b) That portion of Lot 47, Holland Land Co. Subdivision No.6, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44, described as follows:

PARCEL 1: Beginning at a point, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. N.R.3", bears North 63° 55' 15" East 1302.95 feet and North 25° 58' East 799.94 feet, and running thence from said point of beginning North 8° 29' 45" East 83.91 feet; thence North 52° 26' 15" East 148.55 feet; thence North 72° 12' 30" East 81.51 feet; thence South 65° 57' East ~~515.60~~ 151.60' feet to a point on the low water bank line of Elk Slough; thence following the said low water bank line of Elk Slough downstream, South 6° 42' 30" West 250.59 feet and South 0° 19' 30" East 117.38 feet; thence leaving the said low water bank line of Elk Slough and running North 65° 58' 45" West 250.30 feet; thence North 35° 01' West 155.19 feet; thence N. 8° 29' 45" East 0.60 feet to the point of beginning, containing 2.292 acres, more or less.

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PARCEL 2: A strip of land of a uniform width of 16.00 feet, lying equally 8.00 feet on either side of a centerline described as follows:
Beginning at a point in the center line of Netherlands Road, from which said point of beginning the aforesaid concrete monument shown and designated as "Conc. Mon. N. R.3" bears North 25° 58' East 799.94 feet, and running thence from said point of beginning South 63° 55' 15" East 1302.95 feet to a point at the intersection of the herein described center line with the Westerly boundary of the hereinbefore described Parcel No. 1, said strip of land containing 0.478 acre, more or less.

(c) A portion of Lots 45 and 46, Holland Land Co. Subdivision No.6, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on February 17,1921, in Book 3 of Maps, at page 44, described as follows:
Beginning at a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as Conc. Mon. N. R. 3, running thence from said point of beginning along the original center line of Netherlands Road, North 10° 17' 45" West 79.70 feet; thence leaving the said original center line of Netherlands Road and running North 79° 38' East 511.03 feet; thence South10° 20' East 201.03 feet; thence South 79° 40' West 600.00 feet to a point in the said original center line of Netherlands Road; thence following the said original center line of Netherlands Road, North 25° 58' East 150.17 feet to the point of beginning, containing 2.480 acres, more or less.

PARCEL 9: Beginning at the Southeast corner of Lot No. 43, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 44, thence along the Easterly boundary of said Lot No. 43,

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North 42° 28' West, 658.27 feet; thence leaving said Easterly boundary South 61° 23' 38" East, 300.69 feet; thence South 36° 59' 32" East, 284.20 feet; thence South 4° 42' 30" East, 115 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel Nos. as follows:

As to Parcel 1: 16-302-09, Code Area 58-002.
As to Parcel 2: 16-282-31 and 16-282-09, Code Area 58-002.
As to Parcel 3: 16-282-11, Code Area 58-002.
As to Parcel 4 &5: 16-282-20, Code Area 58-002.
As to Parcel 6 & 7: 16-270-01, Code Area 58-002.
As to Parcel 8: 16-270-6, 16-270-07, 16-270-13, and a portion of 16-270-15.
As to Parcel 9: 16-270-15, Code Area 58-002 (Also covers a portion of Parcel 8)

NOTE: This Guarantee is limited to the above described property.

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GUARANTEE

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- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
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- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63984-D Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

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GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 31, 1971, at 5:00 p.m., in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

Countersigned:

Vice President

CLTA GUARANTEE FACE PAGE—1967

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63984-D Effective Date: May 31, 1971, at 5:00 pm

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Heringer Bros. and Heringer Ranches,

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Title Vests: Alta G. Heringer, an undivided 1/4 interest; Donald S. Heringer, John F. Heringer, Jr., Genette H. Whisenhunt, George Heringer and Ned Heringer, in equal shares, an undivided 1/4 interest; Frederick J. Heringer, Lester S. Heringer, James T. Heringer, Robert P. Heringer, Richard T. Heringer and Wilfred R. Heringer, an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lot One (1), as the said lot is delineated and so designated on that certain map entitled: "Holland Land Co. Subdivision No. 7, Yolo County California," which map was recorded in the office of the County Recorder of Yolo County on January 19, 1921, in Map Book No. 3, at page 37.

PARCEL 2: Lot Twelve (12), as the said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which map was recorded in the office of the County Recorder of Yolo County, California on February 17, 1921, in Book 3 of Maps, at page 44.

EXCEPTING THEREFROM that portion of said Lot 12, described as follows: BEGINNING at a point in the original center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. N. R. 1" bears West 1636.23 feet, and running thence from said point of beginning North 24° 25' W., 357.67 feet; thence North 66° 22' 45" East, 222.50 feet; thence South 32° 15' 30" East, 304.00 feet to a point in the said original center line of Netherlands Road; thence following the said original center line of Netherlands Road, South 47° 30' West, 233.50 feet; thence continuing along the said original center line of Netherlands Road, West 46.12 feet to the point of beginning, containing 1.935 acres, more or less.

ALSO EXCEPTING THEREFROM that portion of Lot 12, Holland Land Company, Subdivision No. 6, as same appears of record in Map Book 3, Page 44, Yolo County Records, described as follows:
Beginning at the intersection of the East line of the ditch designated "F4" with the North line of Netherlands Road as same appear of record on said Subdivision Map; thence North along the East line of said "F4" ditch 290.40 feet; thence S. 87° 21' E., parallel with said North line of Netherlands Road 150.00 feet; thence South parallel with said ditch line 290.40 feet to said North line of Netherlands Road; thence N. 87° 21' W., along said line 150 feet to the point of beginning, containing 1.00 acres of land.

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PARCEL 3: Lot 53 as the said Lot is delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 6, Yolo County, California," which map was recorded in the office of the County Recorder of the County of Yolo, on February 17,1921, in Book 3 of Maps at page 44.

PARCEL 4: Beginning at a concrete monument set at the Northwest corner of Swamp Land Survey No. 376 of Yolo County Surveys, as said monument is delineated and so designated on that certain map entitled Holland Land Company Subdivision No. 6 of Yolo County, California. Said map being filed in the office of the Recorder of Yolo County, February 17, 1921, in Book 3 of Maps, at page 44; thence along the line common to said S.L.S. No. 376 and said Holland Land Company Subdivision No. 6, South 85° 17' 30" East 1530.76 feet to a point in the center line of the Netherlands Road; thence along the center line of said Netherlands Road, South 12° 55' 30" West, 1177.38 feet; thence leaving said Netherlands Road center line North 73° 57' 30" West 25.01 feet to a concrete monument marked "N.E.G.M.K." and set at the Northeast corner of the property of G. M. King; thence continuing North 73° 57' 30" West 1293.97 feet to the West line of said S.L.S. No. 376; thence along said West line of S.L.S. No. 376, North 0° 20' 20" East, 908.73 feet to the point of beginning, containing 33.72 acres, and being the Northwest portion of S. L. S. No. 376.
EXCEPTING THEREFROM the following: A portion of the P. T. King Tract as the same is shown and designated on the official plat or map of Holland Land Co. Subdivision No. 6, on file in the office of the County Recorder of Yolo County, California, described as follows:

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BEGINNING at a point in the center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. "N.E.G.M.K." bears South 12° 55' 30" West 408.52 feet and North 83° 22' 05" West, 25.15 feet, and running thence from said point of beginning North 77° 04' 30" West 217.00 feet; thence North 12° 55' 30" East 298.00 feet; thence South 77° 04' 30" East, 180.00 feet; thence North 12° 55' 30" East, 65 feet; thence South 77° 04' 30" East, 37.00 feet to a point in the aforesaid center line of Netherlands Road; thence following the said centerline of Netherlands Road South 12° 55' 30" West 363.00 feet to the point of beginning, containing 1.540 acres,more or less.

PARCEL 5: Commencing at a point on the West line of Swamp Land Survey No. 376, Yolo County Surveys, located South 0° 20' 20" West 908.73 feet from a concrete monument marking the Northwest corner of Swamp Land Survey No. 376 Yolo County Surveys, said Northwest corner of Swamp Land Survey No. 376 being located North 85° 17' 30" West, 1530.76 feet from a concrete monument marking the Southwest corner of Lot 51, as said lot is designated on that certain map entitled Holland Land Co. Subdivision No. 6, Yolo County, California, filed for record in the office of the Yolo County Recorder on February 17, 1921, in Book 3 of Maps, at page 44; thence from said point of commencement, South 73° 57' 30" East, 1293.96 feet to a point on the West line of Lot 54 of said Subdivision; thence along the West line of lot 54, which is also the West line of Netherlands Road, South 0° 20' 20" West 2981.34 feet to the Southeast corner of Swamp Land Survey No. 376; thence along the South line of said Swamp Land Survey North 57° 14' 30" West, 1040.90 feet; thence South 89° 44' West 367 feet to the West line of said Swamp Land Survey No. 376; thence North 0° 20' 20" East along the West line of said Swamp Land Survey 376, 2777.40 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed by John F. Heringer, Sr., Alta G. Heringer, Stephen F. Heringer and Mabel H. Heringer to Robert P. Heringer, by deed dated January 15, 1953, recorded June 23, 1953, in Book 397 of Official Records, at page 58, Recorder's File No. 4291, described as follows:

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A PORTION of the G. M. King Tract, as the same is shown and designated on the official map or plat of Holland Land Co. Subdivision No. 6, on file in the office of the County Recorder of Yolo County, California, and being bounded and more particularly described as follows, to-wit:

BEGINNING at a point in the center line of Netherlands Road, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co., Subdivision No. 6, as "Conc. Mon. M.E.G.M.K." bears North 0° 20' 20" East, 21.45 feet and North 83° 22' 05" West, 25.15 feet; and running thence from said point of beginning along the said center line of Netherlands Road, South 0° 20' 20" West 148.59 feet; thence leaving the said centerline of Netherlands Road and running North 80° 42' 40" West, 446.48 feet; thence North 12° 21' 20" East, 169.85 feet; thence South 77° 33' 25" East 414.92 feet to the point of beginning, containing 1.561 acres,more or less.

PARCEL 6: Lot 52 as shown on the official plat of "Holland Land Co. Subdivision No. 6, Yolo County, California", recorded in the office of the County Recorder of the County of Yolo, on February 17, 1921, in Book 3 of Maps, at page 44, containing 85 acres.

Micro Fiched

PARCEL7: All of Lots Nos. 41 and 42 and portions of Lots Nos. 38 and 40, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44,said lots and portions of said lots being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot No.42, thence along the line common to said Lot No. 42 and Lot No. 52 of said subdivision No. 6, West 1906.18 feet to the Southwest corner of said Lot No. 42; thence leaving said lot line along the West line of said Lots No. 42 and 38, North 2140.97 feet to a point; thence North 81° 26' 17" East, 458.65 feet to a point; thence South 81° 34' 24" East 119.77 feet to a point;thence South 58° 32' 42" East, 198.89 feet to a point; thence South 48° 36' 30" East, 181.06 feet to a point; thence North 72° 42' 15" East 2453.33 feet to the Easterly line of said Lot No. 40; thence along said Easterly line South 25° 58' West 3000.48 feet to the point of beginning, containing 128.061 acres of land.

AN APPURTENANT RIGHT OF WAY in favor of the above described property conveyed by deed executed by Holland Land Company, a corporation to Stephen F. Heringer, et al., dated January 2, 1932, recorded January 13, 1932, in Book 32 of Official Records, at page 315, described as follows:

A strip of land 20 feet wide whose West line is described as follows: Beginning at the Northwest corner of Lot 38, as shown on the map of Holland Land Co. Subdivision No. 6, above mentioned, thence South along the West line of Said Lot No. 38, 879.63 feet for the purpose of providing ingress and egress to and from the property above described, and Central Avenue as said Avenue is shown and designated on said map aforesaid.

PARCEL 8: Lots 43,44,45,46,47,48,49 and 50, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44.
EXCEPTING THEREFROM the following:
(a) A Portion of Tract No. 43 as the same is shown and delineated on the official map or plat of Holland Land Co. Subdivision No. 6 on file in the office of the County Recorder of Yolo County, California, described as follows:

-continued-

-continued-

Beginning at a point in the center line of Central Avenue, from which said point of beginning a point at the intersection of the said center line of Central Avenue with the center line of Netherlands Road bears South 63° 44' 30" West 675.00 feet; and running thence from said point of beginning along the said center line of Central Avenue, North 63° 44' 30" East, 81.70 feet to a point in a fence line; thence following the said fence line, South 71° 45' 15" East, 172.95 feet to a point; thence leaving the said fence line and running South 30° 55' 45" West 185.42 feet; thence North 62° 05' 15" West 105.00 feet; thence North 21° 15' West 141.95 feet to the point of beginning containing 0.680 acres, more or less.

(b) That portion of Lot 47, Holland Land Co. Subdivision No.6, according to the official plat thereof filed in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44, described as follows:

PARCEL 1: Beginning at a point, from which said point of beginning a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as "Conc. Mon. N.R.3", bears North 63° 55' 15" East 1302.95 feet and North 25° 58' East 799.94 feet, and running thence from said point of beginning North 8° 29' 45" East 83.91 feet; thence North 52° 26' 15" East 148.55 feet; thence North 72° 12' 30" East 81.51 feet; thence South 65° 57' East 515.60 feet to a point on the low water bank line of Elk Slough; thence following the said low water bank line of Elk Slough downstream, South 6° 42' 30" West 250.59 feet and South 0° 19' 30" East 117.38 feet; thence leaving the said low water bank line of Elk Slough and running North 65° 58' 45" West 250.30 feet; thence North 35° 01' West 155.19 feet; thence N. 8° 29' 45" East 0.60 feet to the point of beginning, containing 2.292 acres, more or less.

Micro Fiched

PARCEL 2: A strip of land of a uniform width of 16.00 feet, lying equally 8.00 feet on either side of a centerline described as follows:
Beginning at a point in the center line of Netherlands Road, from which said point of beginning the aforesaid concrete monument shown and designated as "Conc. Mon. N. R.3" bears North 25° 58' East 799.94 feet, and running thence from said point of beginning South 63° 55' 15" East 1302.95 feet to a point at the intersection of the herein described center line with the Westerly boundary of the hereinbefore described Parcel No. 1, said strip of land containing 0.478 acre, more or less.

(c) A portion of Lots 45 and 46, Holland Land Co. Subdivision No.6, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on February 17,1921, in Book 3 of Maps, at page 44, described as follows:
Beginning at a concrete monument shown and designated on the said map or plat of Holland Land Co. Subdivision No. 6 as Conc. Mon. N. R. 3, running thence from said point of beginning along the original center line of Netherlands Road, North 10° 17' 45" West 79.70 feet; thence leaving the said original center line of Netherlands Road and running North 79° 38' East 511.03 feet; thence South10° 20' East 201.03 feet; thence South 79° 40' West 600.00 feet to a point in the said original center line of Netherlands Road; thence following the said original center line of Netherlands Road, North 25° 58' East 150.17 feet to the point of beginning, containing 2.480 acres, more or less.

PARCEL 9: Beginning at the Southeast corner of Lot No. 43, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 6, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 44, thence along the Easterly boundary of said Lot No. 43,

-continued-

-continued-

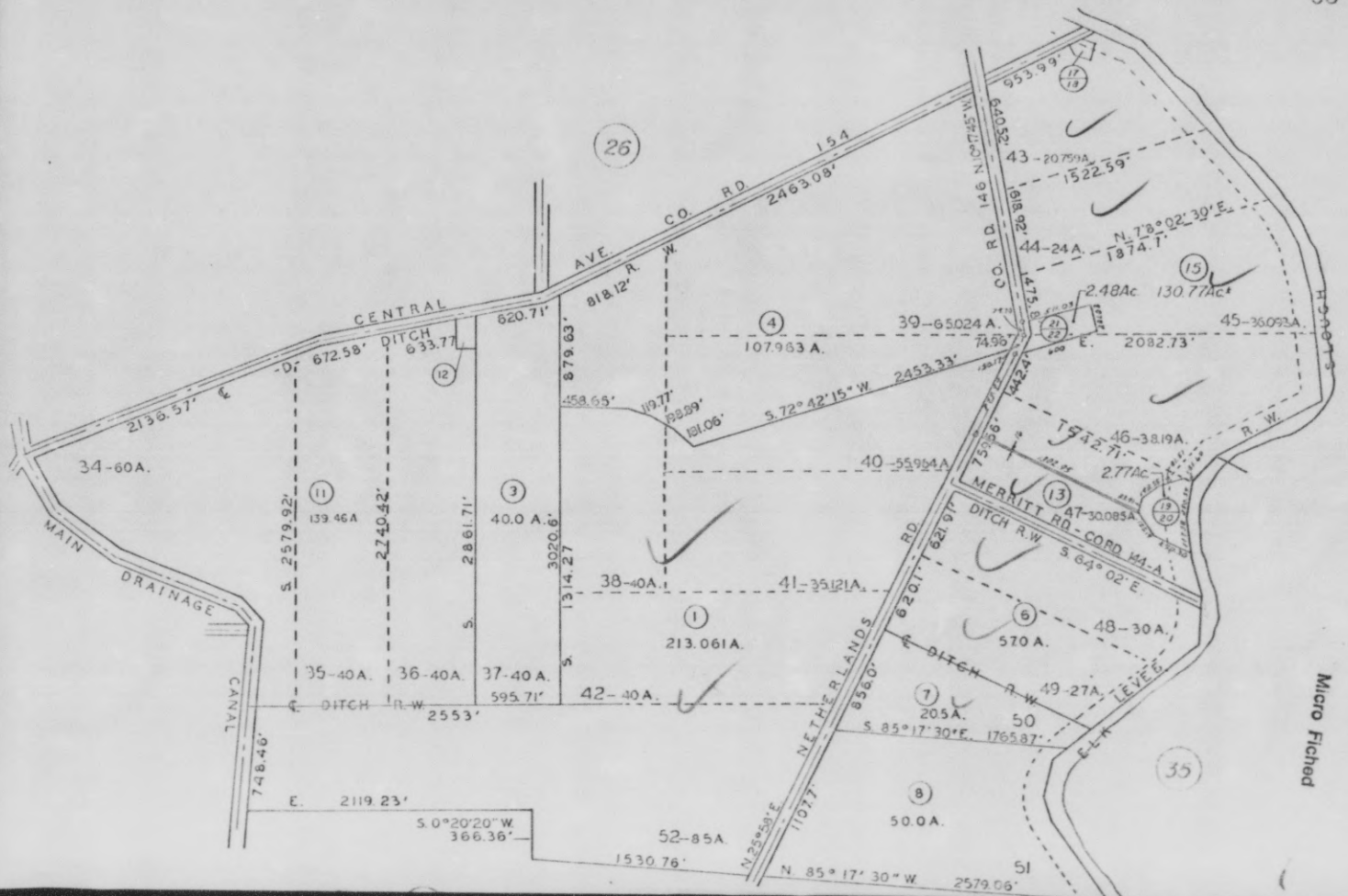
North 42° 28' West, 658.27 feet; thence leaving said Easterly boundary South 61° 23' 38" East, 300.69 feet; thence South 36° 59' 32" East, 284.20 feet; thence South 4° 42' 30" East, 115 feet to the point of beginning.

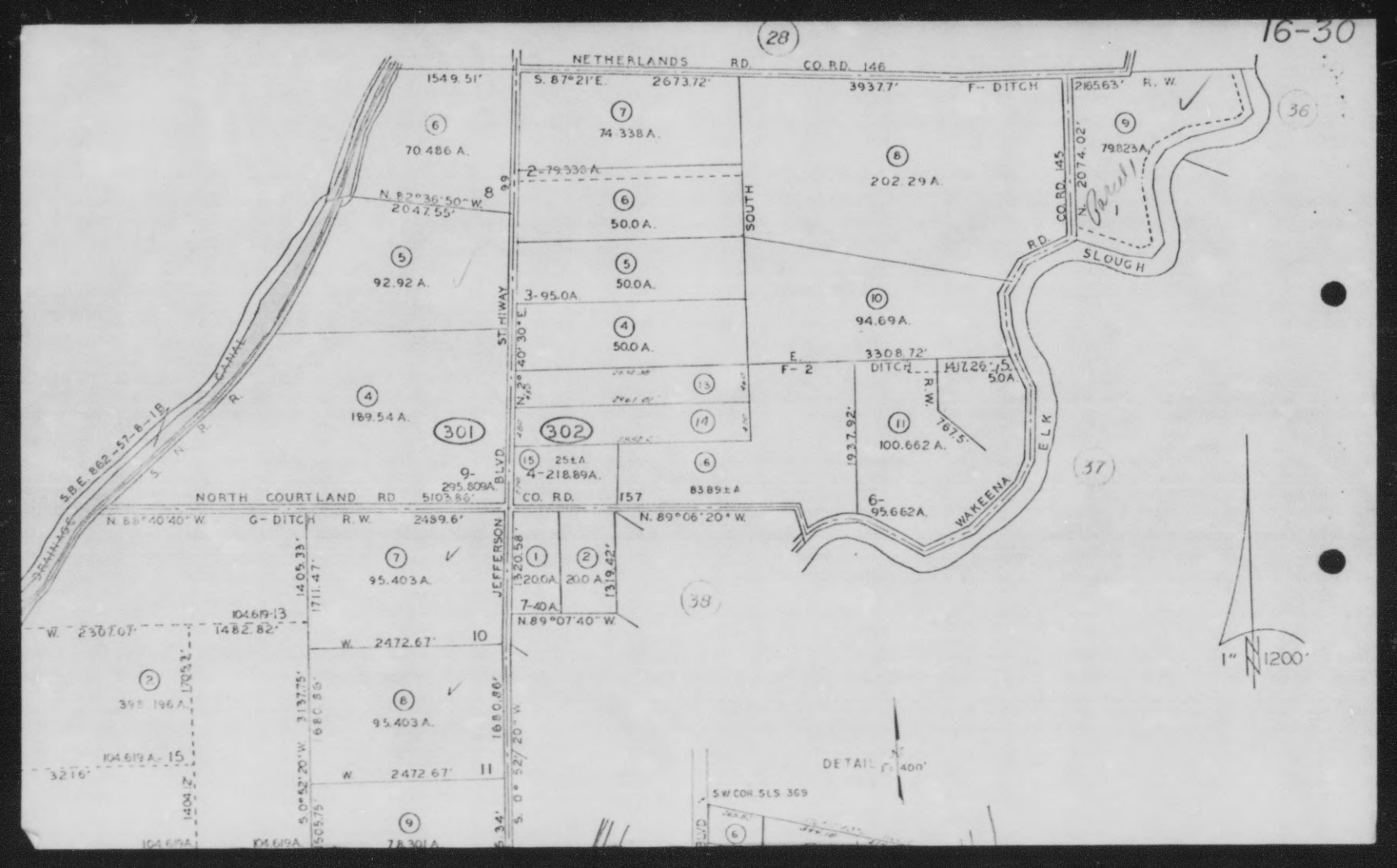
NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel Nos. as follows:

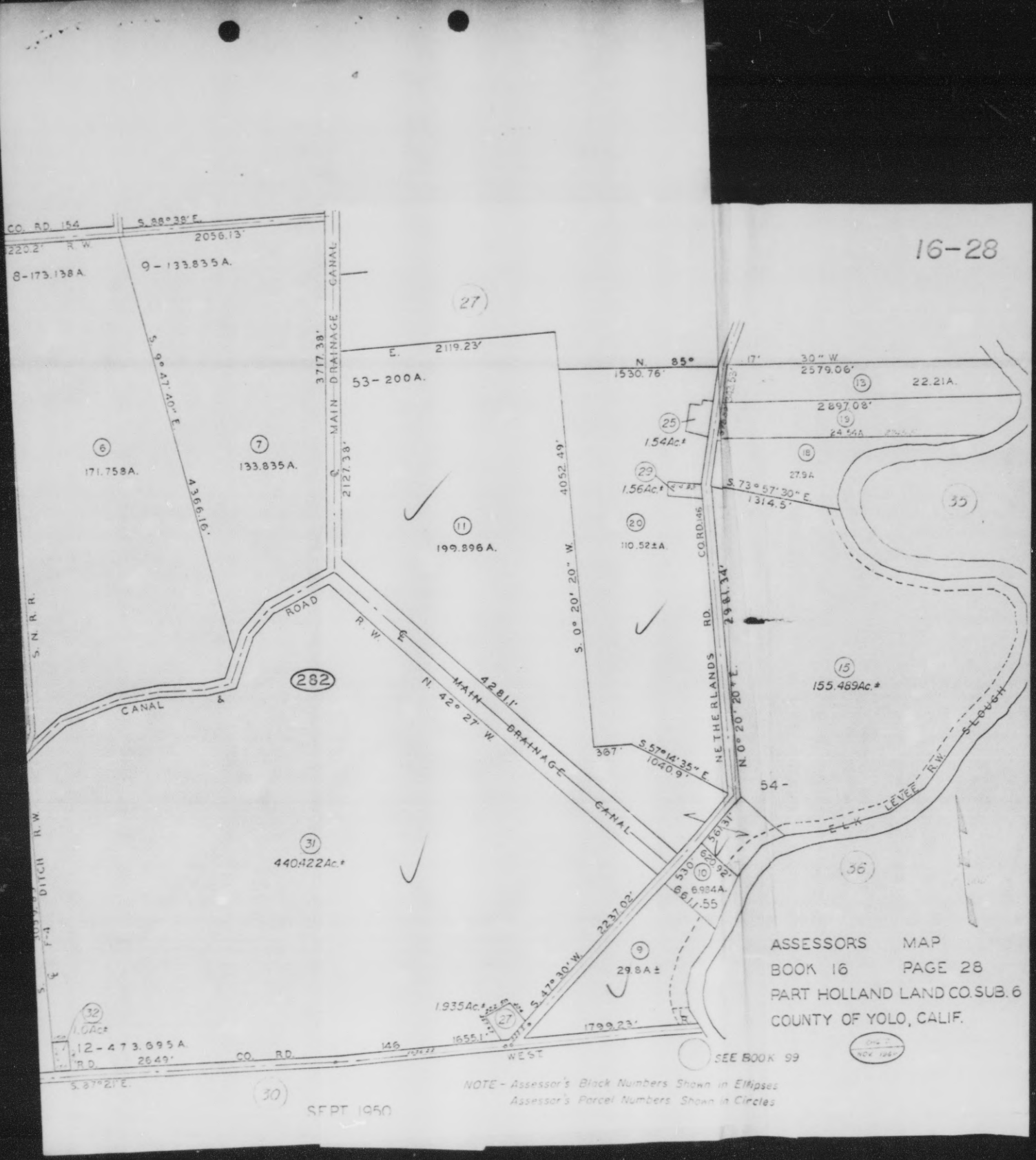
As to Parcel 1: 16-302-09, Code Area 58-002.
As to Parcel 2: 16-282-31 and 16-282-09, Code Area 58-002.
As to Parcel 3: 16-282-11, Code Area 58-002.
As to Parcel 4 &5: 16-282-20, Code Area 58-002.
As to Parcel 6 & 7: 16-270-01, Code Area 58-002.
As to Parcel 8: 16-270-6, 16-270-07, 16-270-13, and a portion of 16-270-15.
As to Parcel 9: 16-270-15, Code Area 58-002 (Also covers a portion of Parcel 8)

NOTE: This Guarantee is limited to the above described property.

TAX CODE AREA
58-02




16-30
28
NETHERLANDS RD. CO. RD. 146
S. 87°21'E. 2673.72'
1549.51'
39377'
F- DITCH
216563' R. W.
36
6
70.486 A.
7
74.338 A.
2-79.338 A.
8
202.29 A.
9
79.823 A.
N. 82°36'50" W.
2047.55'
6
50.0 A.
SOUTH
CO. RD. 145
2074.02'
N.
5
92.92 A.
5
50.0 A.
3-95.0 A.
ST. HIWAY
10
94.69 A.
4
50.0 A.
N. 2° 40' 30" E.
E.
3308.72'
F- 2
DITCH
R.W.
1172.26'
15
50 A
4
189.54 A.
301
302
13
14
11
100.662 A.
1937.92'
7675'
15
25±A
4-218.89A.
6
83.89±A
9-
295.809A.
NORTH COURTLAND RD.
5103.86'
CO. RD.
157
N. 89°06'20" W.
6-
95.662A.
WAKEENA
ELK
37
S.B.E. 862-57-8-18
S.P.R.R.
CANAL
N. 88°40'40" W.
G- DITCH R.W.
2489.6'
1405.33'
1711.47'
7
95.403 A.
JEFFERSON
1320.58'
1
2
1319.42'
20.0 A.
20.0 A.
7-40 A.
N. 89°07'40" W.
38
104.619-13
1482.82'
W. 2307.07'
W. 2472.67'
10
2
348.196 A.
1705.3'
8
95.403 A.
1680.86'
1405.34'
104.619-15
3216'
W. 2472.67'
11
1404.2'
9
78.301 A.
104.619A
DETAIL
SW COR. SLS 369
1" = 1200'


16-28
CO. RD. 154
S. 88° 38' E.
2056.13'
220.2' R.W.
8-173.138A.
9-133.835A.
27
E. 2119.23'
N. 85°
1530.76'
17' 30" W.
2579.06'
13
22.21A.
2897.08'
19
24.54A
25
1.54Ac.±
18
27.9A
29
1.56Ac.±
S. 73° 57' 30" E.
1314.5'
35
S. 9° 47' 40" E.
4366.16'
3717.38'
MAIN DRAINAGE CANAL
2127.38'
53-200A.
6
171.758A.
7
133.835A.
11
199.896A.
4052.49'
20
110.52±A.
CO. RD. 145
S. 0° 20' 20" W.
2981.34'
NETHERLANDS RD.
N. 0° 20' 20" E.
S.P.R.R.
ROAD
282
CANAL
R.W.
N. 42° 27' W.
4281.1'
MAIN DRAINAGE CANAL
15
155.489Ac.±
387'
S. 57° 14' 35" E.
1040.9'
54-
E.L.W. LEVEE R.W.
SLOUGH
31
440.422Ac.±
10
6.984A.
6611.55
36
SOUTH DITCH R.W.
S.P.R.R.
9
29.8A±
S. 47° 30' W.
2237.02'
1.935Ac.±
27
1799.23'
32
1.0Ac.±
12-473.695A.
R.D. 2649'
CO. RD. 146
1655.1'
WEST
S. 87° 21' E.
30
SEE BOOK 99
ASSESSORS MAP
BOOK 16 PAGE 28
PART HOLLAND LAND CO. SUB. 6
COUNTY OF YOLO, CALIF.
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
SEPT. 1950

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-35

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Alta G. Heringer, Donald S. Heringer, John F. Heringer, Jr., Genette H. Whisenhunt, George Heringer, Ned Heringer, Frederick J. Heringer, Lester S. Heringer, James T. Heringer, Robert P. Heringer, Richard T. Heringer and Wilfred R. Heringer
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #84 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

(See Exhibit "B")

_____

_____

_____

_____

Alta G. Heringer
by N. S. Heringer, Attorney in Fact
(Alta G. Heringer)

Donald S. Heringer
(Donald S. Heringer)

John F. Heringer
(John F. Heringer, Jr.)

Genette H. Whisenhunt
(Genette H. Whisenhunt)

George Heringer
(George Heringer)

Micro Fiched

Ned Heringer
(Ned Heringer)

Frederick J. Heringer
(Frederick J. Heringer)

Lester S. Heringer
(Lester S. Heringer)

James T. Heringer
(James T. Heringer)

Robert P. Heringer
(Robert P. Heringer)

Richard T. Heringer
(Richard T. Heringer)

Wilfred R. Heringer
(Wilfred R. Heringer)

Exhibit "B"

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA)
) ss
County of Sacramento)

On this 28th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared DONALD S. HERINGER, JOHN F. HERINGER, JR., GENETTE H. WHISENHUNT, GEORGE HERINGER, NED HERINGER, FREDERICK J. HERINGER, LESTER S. HERINGER, JAMES T. HERINGER, ROBERT P. HERINGER, RICHARD T. HERINGER and WILFRED R. HERINGER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

Dorothy Cantrell
Notary Public DOROTHY CANTRELL

Micro Fiched

STATE OF CALIFORNIA)
) ss
County of Sacramento)

On this 28th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared NED G. HERINGER, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of ALTA G. HERINGER, and acknowledged to me that he subscribed the name of ALTA G. HERINGER thereto as principal, and his own name as attorney in fact.

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

Dorothy Cantrell
Notary Public DOROTHY CANTRELL

GUARANTEE

68 25873

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63984-C Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 31, 1971 at 5:00 pm. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clinton Jones
Vice President

By R H Morton President

By John W. Bonner Secretary

CLTA GUARANTEE FACE PAGE - 1967

Addition to Reserve No. 84 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63984-C

Effective Date: May 31, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Heringer Bros. and Heringer Ranches,
Title Vests: Alta G. Heringer, an undivided 1/4 interest; Donald S. Heringer, John F. Heringer, Jr., Genette H. Whisenhunt, George Heringer and Ned Heringer, in equal shares, an undivided 1/4 interest; Frederick J. Heringer, Lester S. Heringer, James T. Heringer, Robert P. Heringer, Richard T. Heringer and Wilfred R. Heringer, an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

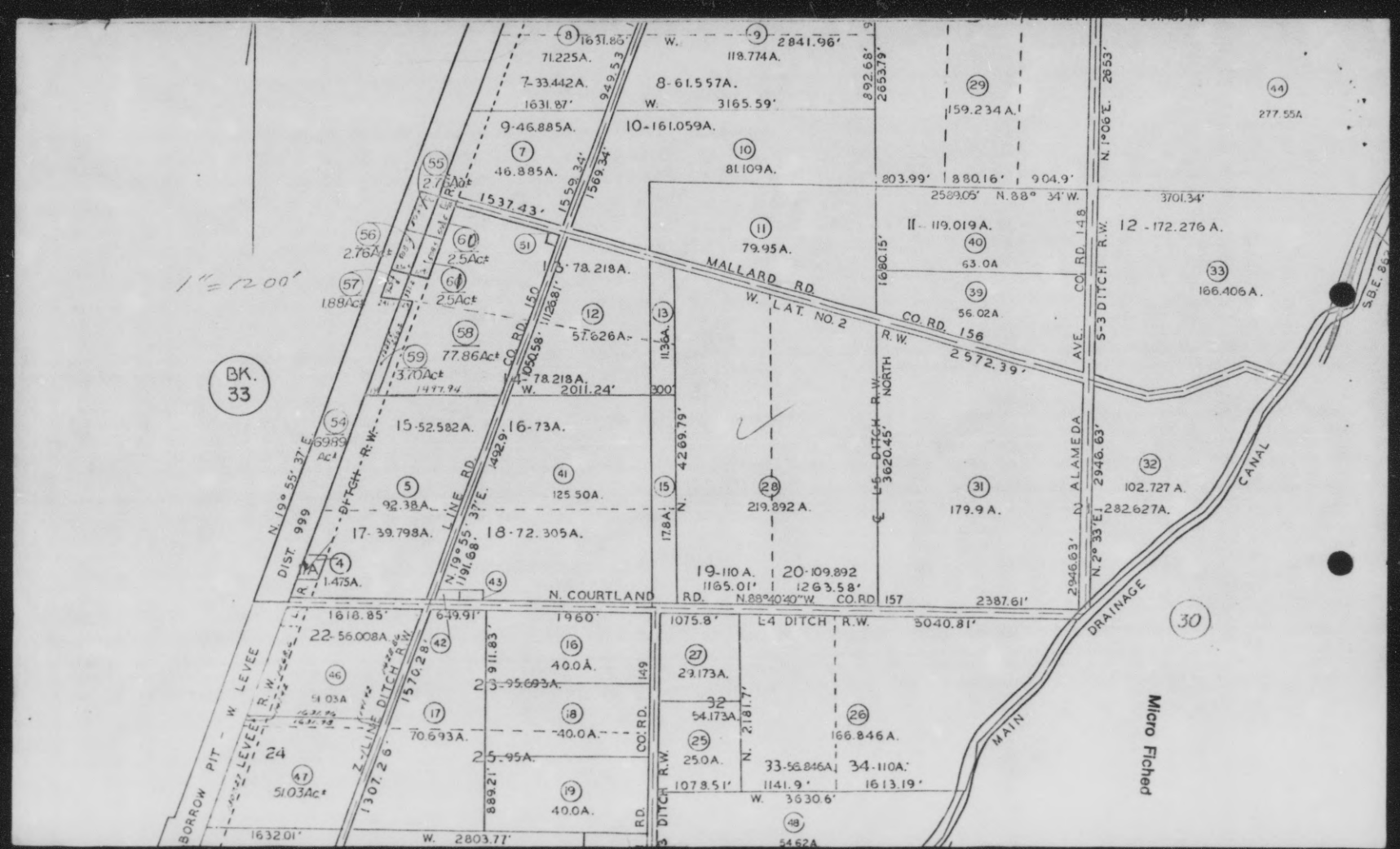
All that real property in the County of Yolo, State of California, described as follows:

Lots ~~17-A~~, 19 and 20 as shown on the official plat of "Holland Land Co. Subdivision No. 3, Yolo County, California," recorded in the office of the County Recorder of said Yolo County, February 17, 1921, in Book 3 of Maps at page 42, containing 221.367 acres, more or less.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. ~~16-290-04~~ and 16-290-28, Code Area 58-002.

NOTE: This Guarantee is limited to the above described property.


BK. 33
1"=1200'
MALLARD RD.
W. LAT. NO. 2
CO. RD. 156
CO. RD. 150
CO. RD. 148
N. COURTLAND
CO. RD. 157
LINE RD.
DIST 999
DITCH R.W.
L-5 DITCH R.W.
L-4 DITCH R.W.
S-3 DITCH R.W.
NORTH ALAMEDA AVE.
MAIN CANAL
DRAINAGE
BORROW PIT - W LEVEE
W LEVEE R.W.
Micro Fiched
71.225A.
7-33.442A.
8-61.557A.
9-46.885A.
10-161.059A.
46.885A.
81.109A.
79.95A.
11-119.019A.
12-172.276 A.
63.0A
56.02A
166.406A.
57.626A.
78.218A.
15-52.582A.
16-73A.
92.38A.
125.50A.
17-39.798A.
18-72.305A.
1.475A.
219.892A.
179.9A.
102.727 A.
282.627A.
19-110 A.
20-109.892
22-56.008A
40.0A.
95.693A.
70.693A.
95A.
40.0A.
51.03Act
29.173A.
54.173A.
166.846A.
250A.
33-56.846A.
34-110A.
54.62A
277.55A
159.234 A.
30

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-36

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

LESTER J. HOLMES

and

LESTER J. HOLMES, Executor of the Will of Sarah E. Holmes

c/o Philip A Stohr 1007 7th St Sacramento, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S):

_____
(Lester J. Holmes)

_____
(Lester J. Holmes, Executor of the Will of Sarah E. Holmes)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA,
County of Sacramento } ss.

On this 25th day of June in the year one thousand nine hundred and seventy-one before me, DOROTHY CANTRELL, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Lester J. Holmes known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

Dorothy Cantrell
DOROTHY CANTRELL
Notary Public in and for the County of Sacramento State of California.
My Commission Expires August 5, 1974

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

GUARANTEE

68 21840

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63545 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 20, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Grimes Secretary

CLTA GUARANTEE FACE PAGE-1967

Addition to Reserve No. 83

Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63545 Effective Date: April 20, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of Lester J. Holmes and/or Sarah E. Holmes

Micro Fiched

Title Vests in: Lester J. Holmes, as community property, by deed recorded May 2, 1957, in Book 512 of Official Records, at page 322.

NOTE FOR INFORMATION PURPOSES ONLY: The herein described property is not included in the Williamson Act.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lot No. 1 as said lot is delineated and so designated on that certain map entitled "Holland Land Co, Subdivision No. 3, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 42, containing 291.405 acres, more or less

EXCEPTING THEREFROM the following:

(a) That portion conveyed by Lester J. Holmes and wife, to Sacramento Northern Railway, a corporation, by deed dated May 22, 1928, and recorded June 12, 1928, in Book 117 of Deeds at page 234, described as follows:

COMMENCING at a point in the center line of Sacramento Northern Railway Survey designated as Engineer's Station 522+40.02, said point being also in the East line of Lot No. 1, and bearing South 0° 421/4' West along said East line a distance of 1099.50 feet from the Northeast corner of said Lot No. 1; thence South 0° 421/4' West along the East line of Lot No. 1, a distance of 87.64 feet, more or less, to a point in the center line of the Main Drainage Canal of Reclamation District No. 999; thence following the center line of said Drainage Canal South 53° 42' 25" West a distance of 1134.66 feet; thence South 42° 57-3/4' West a distance of 657.16 feet; thence South 39° 131/4' West a distance of 358.84 feet, more or less, to the Southeast corner of Lot No. 1; thence North 88° 42-3/4' West along the South line of Lot No. 1, a distance of 124.64 feet; more or less, to a point in the center of Sacramento Northern Railway Survey designated as Engineer's Station 545+49.60 p.o.c.; thence continuing along said South line of Lot No. 1, North 88° 42-3/4' West a distance of 34.66 feet to a point; thence from the last mentioned point and from the tangent which bears North 31° 111/4' East along a curve to the right having a radius of 2894.84 feet, through a central angle of 21° 07' a distance of 1067.28 feet to a point which bears North 37° 40½' West a distance of 30.0 feet from the center line of Sacramento Northern Railway Survey at Engineer's Station 535+11.06 B.C.; thence North 52° 19½' East a distance of 411.06 feet; thence North 37° 40½' West a distance of 100.00 feet; thence North 52° 19½' East parallel to and distant 130 feet at a right angles northwesterly from the centerline of Sacramento Northern Railway Survey

-continued-

(continued) a distance of 9 37 feet to a point inthe East e of Lot No. 1; thence South 0° 421/4' West along said East line of Lot No. 1, a distance of 210.37 feet, more or less, to the point of beginning; containing an area of 9.03 acres, more or less.

(b) That portion conveyed by Holland Land Company, a corporation, and Lester J, Holmes and wife, to Sacramento Northern Railway, a corporation, by deed dated November 17, 1928, and recorded December 26, 1928, in Book 118 of Deeds, at page 332, described as follows:

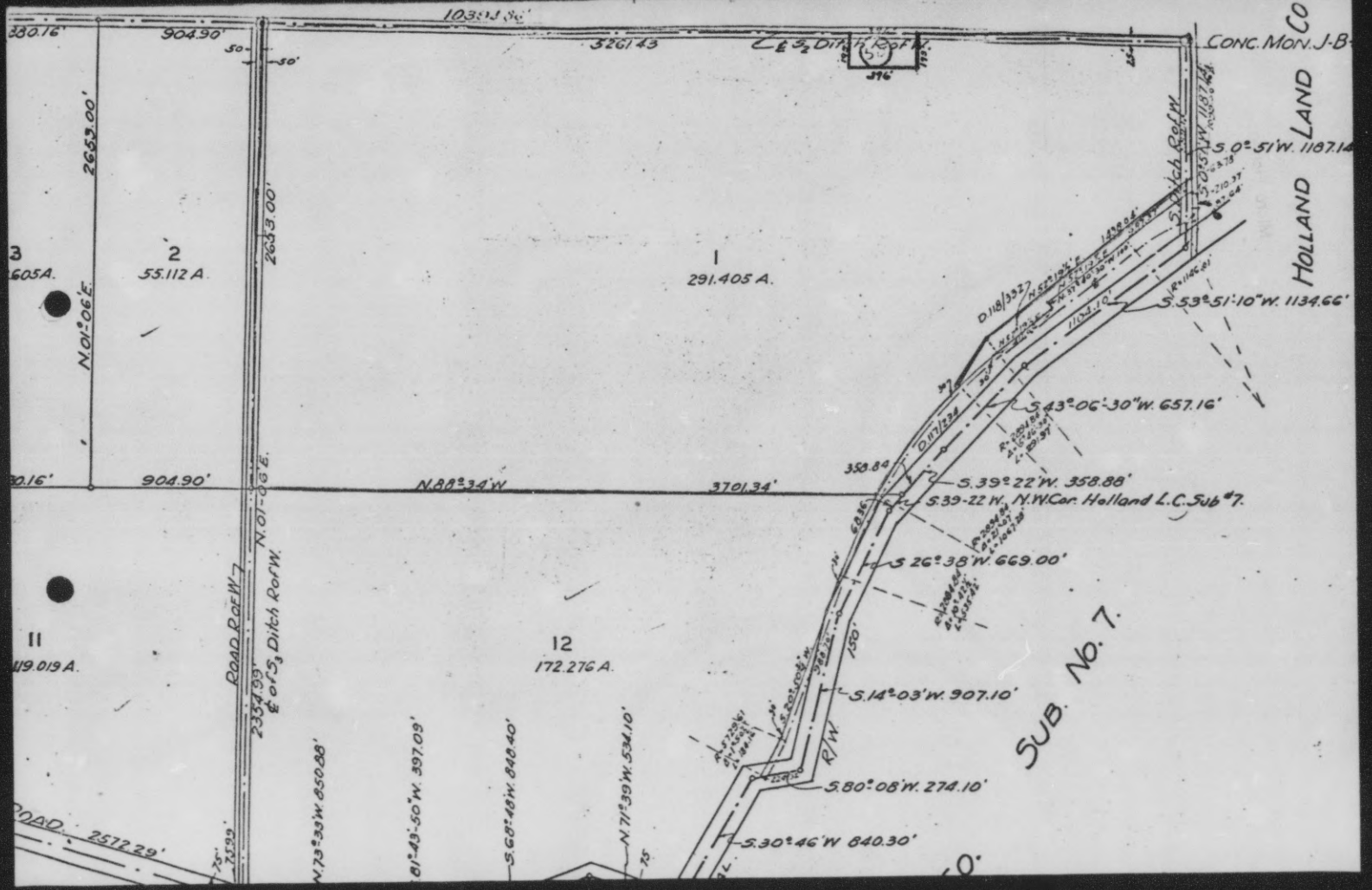
BEGINNING at a point in the East line of Lot No. 1, said point bearing North 0° 421/4' East along said East line a distance of 210.37 feet from a point in the center line of Sacrmanento Northern Railway Survey designated as Engineer's Station 522+40.02, and also bearing South 0° 421/4' West along said East line a distance of 889.13 feet from the Northeast corner of said Lot No. 1' thence South 52° 19' 30" West a distance of 987.37 feet to a point; thence South 37° 40' 30" East a distance of 100.00 feet to a point; thence South 52° 19' 30" West parallel to and distant 30.00 feet at right angles Northwesterly from the center line of Sacramento Northern Railway Survey, a distance of 411.06 feet to a point; thence along a tangent curve to the left having a radius of 2894.84 feet, through a central angle of 5° 46-3/4' a distance of 291.97 feet to a point which is distant 30.00 feet at right angles northwesterly from the center line of Sacramento Northern Railway Survey at Engineer's Station 538+00; thence North 22° 51' 30" East a distance of 334.82 feet to a point which is distant 180.00 feet at right angles northwesterly from the center line of Sacramento Northern Railway Survey at Engineer's Station 535+11.06; thence North 52° 19' 30" East a distance of 1438.04 feet, more or less, to a point in the East line of Lot No. 1; thence South 0° 421/4' West along said East line a distance of 63.78 feet, more or less, to the point of beginning; containing an area of 3.06 acres, more or less.

Micro Fiched

(c) That portion conveyed to Roy M. Holmes and Mary L. Holmes, his wife, by deed dated April 26, 1956, recorded May 3, 1956, in Book 484 of Official Records, at page 294, described as follows:

BEGINNING at a point on the Northerly line of said Lot No. 1,said point being in the center line of S-2 Ditch and also being located South 01° 06' East 25.00 feet and thence South 88° 34' East 3338.15 feet measured along said northerly line from Concrete Monument S-2 as said ditch and monument are shown on said map; thence from said point of beginning, leaving said center line of ditch South 01° 26' West 195.00 feet to a point; thence at a right angle and parallel with said center line, South 88° 34' East 396.00 feet to a point thence at right angles North 01° 26' East 195.00 feet to said center line of ditch; thence along said center line North 88° 34' West 396.00 feet to the point of beginning, containing 1.77 acres, more or less.

The herein described property is known as assessor's parcel 16-290-44


CONC. MON. J-B
HOLLAND LAND CO
S. 0° 51' W. 1187.14'
S. 53° 51' 10" W. 1134.66'
S. 43° 06' 30" W. 657.16'
S. 39° 22' W. 358.88'
S. 39-22 W. N.W.Cor. Holland L.C. Sub #7.
S. 26° 38' W. 669.00'
S. 14° 03' W. 907.10'
S. 80° 08' W. 274.10'
S. 30° 46' W. 840.30'
SUB. No. 7.
R/W
150'
1038.38'
326.43
904.90'
2653.00'
2633.00'
N. 01° 06' E.
N. 88° 34' W.
3701.34'
2354.99'
2572.29'
ROAD R of W.
℄ of S3 Ditch R of W.
1 291.405 A.
2 55.112 A.
3 .605 A.
11 119.019 A.
12 172.276 A.
D 118/332
D 117/234
358.84'
680'
1146.61'
1104.10'
N. 79° 33' W. 650.88'
S. 61° 43' 50" W. 397.09'
S. 68° 48' W. 848.40'
N. 71° 39' W. 534.10'

(RIder attached to and made a part of Guarantee No. 68 21840, Order No. 63545)

This is to certify that there has been no change in the vesting shown in this guarantee as of June 22, 1971.

WESTERN TITLE INSURANCE COMPANY

Jan Krogness, Vice President

Micro Fiched

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARCA GARCIA Deputy

AGREEMENT NO. 72-37

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

George I and Alma B Sharpnack

1018 Westway Drive, Woodland Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #18 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Tony J. Seymour

Elma B. Hargrave

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

Micro Fiched

State of California
County of Yolo } SS.

On this the 29th day of June 1971, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Yolo, personally appeared

George J Sharpnack and
Alma B Sharpnack

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Imogene R. Jones

IMOGENE R. JONES-Notary Public-Cal.
COM. EXP. AUG. 23, 1971 - YOLO CO.
436 Main Street, Woodland, Calif. 95695

SIGNATURE, JURISDICTION, EXPIRATION DATE AND ADDRESS OF NOTARY PUBLIC 1068

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $100.00 ORDER No. 35571

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

GEORGE J. SHARPNACK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 21, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM – Assistant Secretary for the Company –

Addition to Reserve No. 18
Exhibit "A"

Form No. 314

Form No. 15 (05-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

GEORGE J. SHARPNACK AND ALMA B. SHARPNACK,

HIS WIFE, AS COMMUNITY PROPERTY

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

Micro Fiched

The North 30 acres of the South one-half of the Southeast Quarter of Section 21, Township 9 North, Range 1 West, M.D.B.&M., EXCEPTING THEREFROM all mineral rights as set forth in deed executed by Mae Guthrie Andrews, et al, to Clara Guthrie, dated December 1, 1953 and recorded June 28, 1954 in book 426 of Official Records, at page 475.

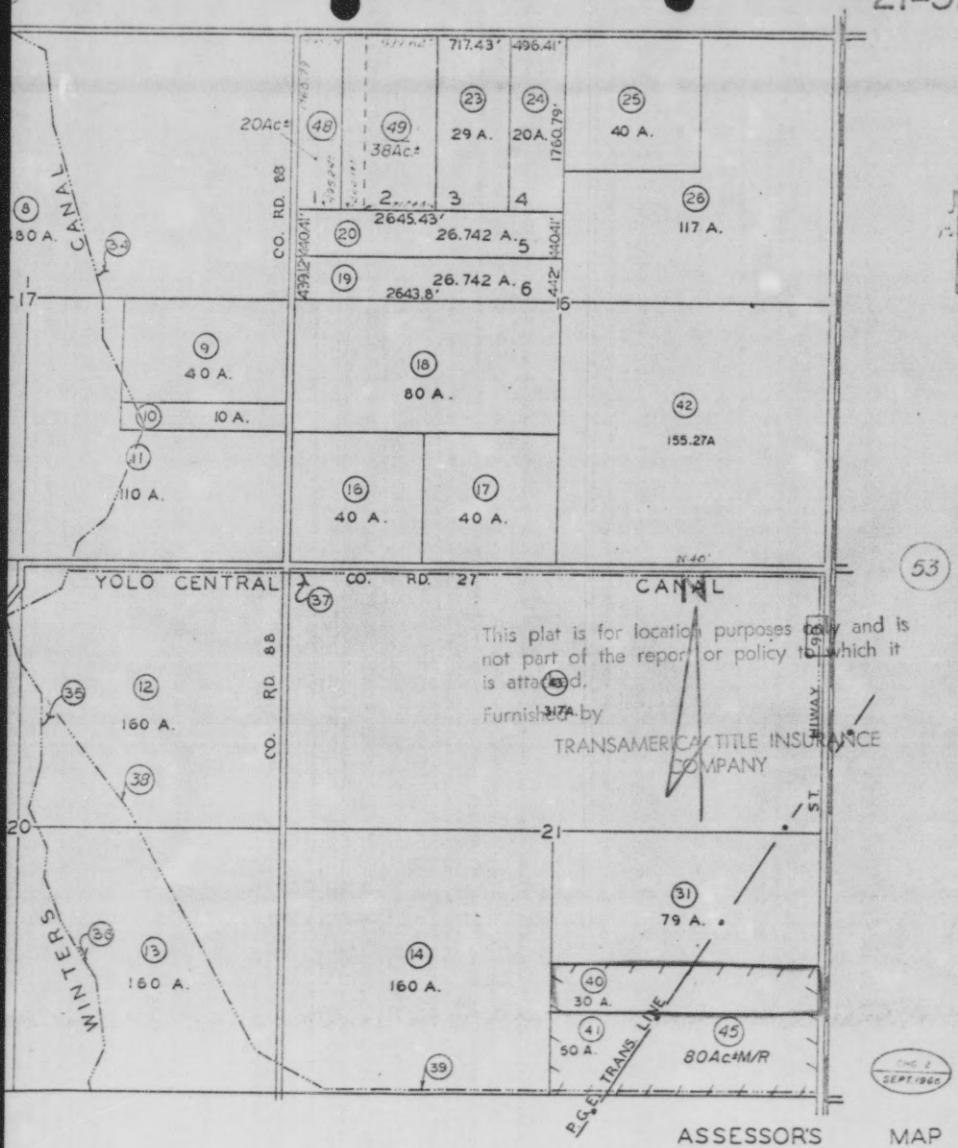
Together with the following appurtenant rights of way:

Right of way 20 feet in width as set forth in deed executed by Zelphia Stephens Chapman to Kate L. Stephens, dated June 30, 1906, and recorded July 16, 1906 in book 68 of deeds at page 286.

Right of way for irrigation ditch as set forth in document executed by Victor G. Guthrie to G. Stephani, dated December 8, 1932 and recorded December 9, 1932 in book 41 of Official Records, at page 456.

PARCEL NO. 21-520-40 CODE AREA 86-007

Form No. 111.1



This plat is for location purposes only and is not part of the report or policy to which it is attached.

Furnished by
TRANSAMERICA TITLE INSURANCE COMPANY

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

ASSESSOR'S MAP
BOOK 21 PAGE 52
R.G. TADLOCK LANDS
COUNTY OF YOLO, CALIF.

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-38

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between HERINGER-HOLLY RANCH, a Partnership

c/o Downey, Brand, Seymour & Rohwer, 1007 Seventh St., Sacramento, Cal.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #84 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

(See Exhibit "B")

HERINGER-HOLLY RANCH, a Partnership

By _____
(Donald S. Heringer)

_____
(John F. Heringer, Jr.)

_____
(Genette H. Whisenhunt)

_____
(George Heringer)

_____
(Ned Heringer)

_____
(Frederick J. Heringer)

_____
(Lester S. Heringer)

_____
(James T. Heringer)

_____
(Robert P. Heringer)

_____
(Richard T. Heringer)

_____
(Wilfred R. Heringer)

Partners

Micro Fiched

STATE OF CALIFORNIA)
) ss
County of Sacramento)

Micro Fiched

On this 28th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared DONALD S. HERINGER, JOHN F. HERINGER, JR., GENETTE H. WHISENHUNT, GEORGE HERINGER, NED HERINGER, FREDERICK J. HERINGER, LESTER S. HERINGER, JAMES T. HERINGER, ROBERT P. HERINGER, RICHARD T. HERINGER and WILFRED R. HERINGER, known to me to be the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

_____
Notary Public DOROTHY CANTRELL

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 5, 1974

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

68 25871

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63984-A Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DOWNEY, BRAND, SEYMOUR and ROHWER, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 31, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 84 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63984-A Effective Date: May 31, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Heringer-Holly Ranch, a partnership.

Title Vests: Heringer-Holly Ranch, a partnership

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lots 50, 50A and 51, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Map Book No.3, at page 43. EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other minerals of whatever kind on or under the above described land as reserved in deed to Heringer-Holly Ranch, dated February 20, 1956, recorded February 27, 1956, in Book 478 of Official Records, at page 5.

PARCEL 2: A portion of the Southeast Quarter of Section 3, Township 6 North, Range 3 East, M.D.B. & M., said portion being more particularly described as follows: BEGINNING at the westerly line of Holland Land Co. Subdivision No. 4, as said Subdivision is shown on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 43, said point of beginning being North 19 deg. 55' 40" East, 168.02 feet from the northwest corner of Lot 51 of said Subdivision;; thence East 520.82 feet; thence north 1436.58 feet; thence South 19 deg. 55' 40" West 1528.08 feet to the point of beginning.
EXCEPTING THEREFROM AN UNDIVIDED one-half interest in and to all oil, gas and other minerals of whatever kind on or under the above described land as reserved in deed to Heringer-Holly Ranch, dated February 20, 1956, recorded February 27, 1956, in Book 478 of Official Records, at page 5.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 16-250-01, Code Area 58-002.

NOTE: This Guarantee is limited to the above described property.

BK. 33
17.98Ac
32.7A.
79.492 A.
158.958 A.
69.622 A.
149.14A.
163.837 A.
CENTRAL AVE.
CO. RD. 154
50- 65.349A.
49 65.69A.
48- 54.678A.
47 53.191A.
46 53.232A.
45 52.124A.
S-5 DITCH
R.W.
146.991A.
194.958 A.
N. LINE SEC. 10 T6N. R.3E.
9.500A
LEVEE DITCH R.W.
BORROW PIT
Z LINE DITCH
102.511A.
160.495A.
S-4 DITCH R.W.
S-6 DITCH R.W.
CO. RD. 148
ALAMEDA AVE.
S-1 DITCH
R.W.
51-97.336A.
52-62.511A.
53-60A.
54-53.490A.
55-52.5A.
56-53.54A.
HAMILTON ROAD
CO. RD. 155
N. 68° 42' W.
3774.70'
S. 19° 55' 20" W.
DIST-999
2432.81'
2063.62'
R.-W.
LEVEE
CO. RD.
1600'±
4625.29'±
1539.6'
150
1540.50'
905.75'
1505.73'
987.7'
854.94'
880.10'
670.9'
1617.60'
2763.52'
2644.41'
2633.87'
2632.49'
2633.91'
N. 19° 57' 50" E. 2700.30'
644.8'
669.55'
N. 1° 06' E.
39.54A.
Holland Land Co. Subd. 4

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-39

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between HERINGER-HOLLY RANCH, a Partnership

c/o Downey, Brand, Seymour & Rohwer, 1007 7th St. Sacramento, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #97 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

(See Exhibit "B")

HERINGER-HOLLY RANCH, a Partnership

By _____
(Donald S. Heringer)

_____
(John F. Heringer, Jr.)

_____
(Genette H. Whisenhunt)

Micro Fiched

_____
(George Heringer)

_____
(Ned Heringer)

_____
(Frederick J. Heringer)

_____
(Lester S. Heringer)

_____
(James T. Heringer)

_____
(Robert P. Heringer)

_____
(Richard T. Heringer)

_____
(Wilfred R. Heringer)

Partners

STATE OF CALIFORNIA)
) ss
County of Sacramento)

Micro Fiched

On this 28th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared DONALD S. HERINGER, JOHN F. HERINGER, JR., GENETTE H. WHISENHUNT, GEORGE HERINGER, NED HERINGER, FREDERICK J. HERINGER, LESTER S. HERINGER, JAMES T. HERINGER, ROBERT P. HERINGER, RICHARD T. HERINGER and WILFRED R. HERINGER, known to me to be the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

_____
Notary Public DOROTHY CANTRELL

OFFICIAL SEAL
DOROTHY CANTRELL
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires August 6, 1974

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25872

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63984-B Liability $ 120.00 Fee $20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR & ROHWER, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of May 31, 1971, at 5:00 pm. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned: _____ Vice President

By R H Morton President

By _____ Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 97 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63984-B Effective Date: May 31, 1971, at 5:00 pm.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Heringer-Holly Ranch, a partnership.

Title Vests: Heringer-Holly Ranch, a partnership.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lots No.s 6, 7,8,9,26,27A, 27B,28 as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Map Book No.3, at page 43.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other minerals of whatever kind on or under the above described land as reserved in deed to Heringer-Holly Ranch, dated February 20, 1956, recorded February 27, 1956, in Book 478 of Official Records, at page 5.

Micro Fiched

PARCEL 2: Portions of Lots Nos. 24A, 24B and 25, as said lots are delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 4, Yolo County, California", which said map was filed for record in the office of the Recorder of Yolo County, California, on February 17th, 1921, in Map Book No. 3, at page 43, said portions being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 25, and running along the north line thereof, South 88 deg. 43' East 425.44 feet; thence South 2644.08 feet to the south line of Lot 24B; thence along the South line of said Lot 24B, North 88 deg. 38' West, 1377.05 feet to the southwest corner of said Lot 24B; thence along the northwesterly line of said Lot 24B, Lot 24A and Lot 25, North 19 deg. 57' East, 2788.09 feet to the point of beginning.

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas and other minerals of whatever kind on or under the above described land as reserved in deed to Heringer-Holly Ranch, dated February 20, 1956, recorded February 27, 1956, in Book 478 of Official Records, at page 5.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No., As to Parcel 1: Assessors Parcel Nos. 16-240-01, 16-240-02, 16-240-04, Code Area 58-002.
As to Parcel 2: Assessment Parcel No. 16-240-03 Code Area 58-002

NOTE: This Guarantee is limited to the above described property.

1"=1200'
BK. 33
WILLOW POINT RD.
N. 70°04'20"W
L.R.
6-50.721A.
535.85'
102.035A.
7-50.728A.
198.068A.
5-52.895A.
4-50A.
8-49.259A.
56.266A.
99.362A.
10-
11-50A.
12-49.352A.
CO. RD.
DITCH R.W.
LINE ROAD
S. 19°55'40"W
DIST. 999
LEVEE R.W.
L.R.
S. 70°04'20"E.
N. 19°57'E
CLARKSBURG RD.
26-48.877A.
98.588A.
25
37.458A.
65.256A.
30.0A.
24-A-29.214A.
24-B-22.682A.
23-60.736A.
22-67.23A.
GAFFNEY RD. CO. RD. 153
BORROW PIT
L.R.
57.289A.
28-57.289A.
29-54.461A.
30-53.308A.
31-61.711A.
32-76.403A.
54.461A.
53.308A.
DITCH
N. 68°42'W
1073.32'
1828.12'
1670.5'
2505.12'
2139.1'
U-2 DITCH R.W.
3.0Ac
3.03A.
127A-28.501A.
127B-21.05A.
1523.78'
947.22'
1000.28'
1115.35'
1932.55'
2682.55'
1290.44'
1174.11'
1105.39'
1323.18'
1323.19'
1474.3'
819.15'
843.46'
2512.11'
2878.71'
800.76'
912.
660'
570.45'
1097.96'
1000.25'
1000'
34 35
3 2
(25)
SEPT. 1960

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA, Deputy

AGREEMENT NO. 72-40

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Bill D. Arnold and Nanele F. Arnold
Rt. 1 Box 2120
Davis, California 95616
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #9 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
Bill D. Arnold

_____
Wanda F. Arnold

_____

_____

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 28th, 19 71, before me the undersigned County Clerk of the County of Yolo, personally appeared Bill D. Arnold and Nanele F. Arnold, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of June, 19 71.

STATE OF CALIFORNIA, } ss.
County of Yolo

Micro Fiched

On this 29th day of June in the year one thousand nine hundred and seventy-one before me, John B. Simmons, a Notary Public, State of California, duly commissioned and sworn, personally appeared Bill D. Arnold and Nanele F. Arnold

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City of Davis County of Yolo the day and year in this certificate first above written.

John B. Simmons
Notary Public, State of California.

My Commission Expires 6-10-73

OFFICIAL SEAL
JOHN B. SIMMONS
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires June 10, 1973

P. O. Box 220, Davis, Calif. 95616

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

CLTA Guarantee
(7-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ NO CHARGE LIABILITY $100.00 ORDER No. 41245

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

BILL D. ARNOLD AND NANELE F. ARNOLD

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated June 14, 1971 at 4:20 o'clock p.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM - Assistant Secretary for the Company

Form No. 354 Addition to Preserve No. 9 Exhibit "A"

CLTA Guarantee
Form No. 15 (7-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

PARCEL ONE: BILL D. ARNOLD AND NANELE F. ARNOLD, HIS WIFE, AS COMMUNITY PROPERTY.

PARCEL TWO: BILL D. ARNOLD AND NANELE F. ARNOLD, HIS WIFE, AS TENANTS IN COMMON.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

PARCEL NO. 1:

Parcel 4, as shown on the Record of Survey of G.C. Schnitter property, being the South half of Lots 9 and 10 and the East 20 acres of Lot 13 of the M. Diggs Subdivision in Section 11, Township 8 North, Range 1 East, M.D.B.&M., as said Record of Survey is filed in the Office of the Yolo County Recorder on March 29, 1963 in Book 9 of Maps and Surveys, Page 43.

Appurtenant thereto is a right of way and easement for ditch purposes over the Westerly 10 feet of the East half of Lot 22 of M. Diggs Subdivision as granted by Minnie M. Schnitter, a widow, to Garnet C. Schnitter, dated July 26, 1951 and recorded July 27, 1951 in Book 349 of Official Records at Page 336.

PARCEL NO. 37-060-02 CODE AREA 61-014

PARCEL NO. 2:

The East 20 acres of Lot 22 of M. Digg's Subdivision of Section 12 and the East Half of Section 11, Township 8 North, Range 1 East, according to the Map or Plat thereof, filed in the Recorder's Office of the County of Yolo on the 3rd day of January 1906 in Book 1 of Maps at Page 57.

Excepting therefrom the following:

Micro Fiched

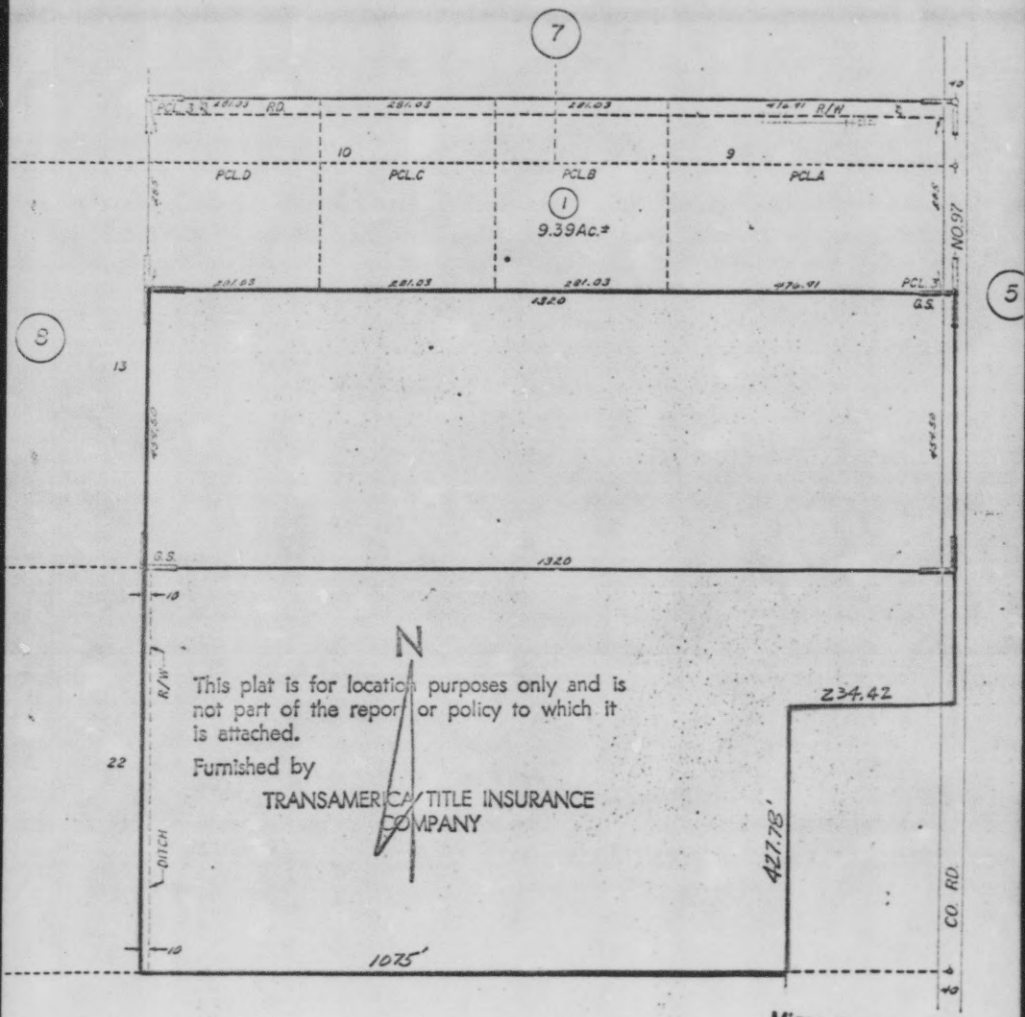
Beginning at the Southeast corner of Lot 22, M. Diggs Subdivision, as same appears of record in Map Book 1, Page 57, Yolo County Records: thence North 89°44' West along the South line of said Lot, 245.00 feet; thence North 1°25' East, 427.78 feet; thence South 89°44' East parallel with said South line, 234.42 feet to the East line of said Lot; thence South along said East line, 427.70 feet to the Point of beginning.

PARCEL NO. 37-080-09 CODE AREA 61-014

Form No. 151-4

OF N.E. 1/4 SEC. 11, T. 8N., R. 1E., M.D.B.&M.

M.B. 1-57



Micro Fiched

Assessor's Map Bk. 37, Pg. 06
County of Yolo, Calif.

(formerly Bk. 31 – Pg. 43.)

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-41

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Richard Nunes and Richard Nunes and Frank Enos Silva, co-trustees of the Mary Evelyn Nunes Trust Agreement No. One

Rt. 1, Box 24A, Walnut Grove, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #84 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Richard Nunes

Richard Nunes

Frank Enos Silva, Trustee

Frank Enos Silva, Trustee

Richard Nunes, Trustee

Richard Nunes, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

Micro Fiched

STATE OF CALIFORNIA }
COUNTY OF Solano } ss.

On June 25, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Enos Silva, trustee
Richard Nunes, Trustee , and
Richard Nunes
known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Robert A. Augusto

Name (Typed or Printed)

ROBERT A. AUGUSTO
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO

ROBERT A. AUGUSTO-Notary Public-Cal.
COM. EXP. APRIL 5, 1975 - SOLANO CO.
P. O. Box 816, Rio Vista, Calif. 94571
(This area for official notarial seal)

STAPLE HERE

(Rev

TO 1551 (7-68)

TI

RO 9271-060

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
16-410-08-1 (Parcel No. 1)
16-410-05-1 (Parcel No. 2)
16-311-07-1 (Parcel No. 2)

a California corporation, does hereby guarantee

Frank E. Silva
Rt. 1, Box 24A
Walnut Grove, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

SEE EXHIBIT "A" ATTACHED

Deed Recorded

Document No.

I.R.S. $

Record Description:

SEE EXHIBIT "B" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: Richard W. Bowlett
SECRETARY

Addition to Reserve No. 84

EXHIBIT "A"

RICHARD NUNES and FRANK ENOS SILVA, as Trustees of the Mary Evelyn Nunes Trust Agreement No. One, by the deeds recorded May 2, 1962 in Book 673 of Official Records page 470 and recorded October 1, 1963 in Book 729 of Official Records page 234 and recorded July 31, 1964 in Book 767 of Official Records page 136, as to an undivided 8/10 interest in Parcel No. 1; RICHARD NUNES AND FRANK ENOS SILVA, as Trustee of the Mary Evelyn Nunes Trust Agreement No. One, as to an undivided 1/10 interest in Parcel No. 1 and as to an undivided 1/2 interest in Parcel No. 2; and RICHARD NUNES, as his separate property, as to an undivided 1/10 interest in Parcel No. 1 and as to an undivided 1/2 interest in Parcel No. 2, by the decree recorded October 9, 1968 in Book 929 of Official Records at page 301, IRS None

EXHIBIT "B"

All that certain real property situate in the County of Yolo, State of California, described as follows:

PARCEL NO. 1:

Lots 27 and 30 as said lots are delineated and so designated on that certain map entitled Holland Land Co. Subdivision No. 3, Yolo County California, which map was filed for record in the office of the Yolo County Recorder on February 17, 1921 in Book 3 of Maps at page 42.

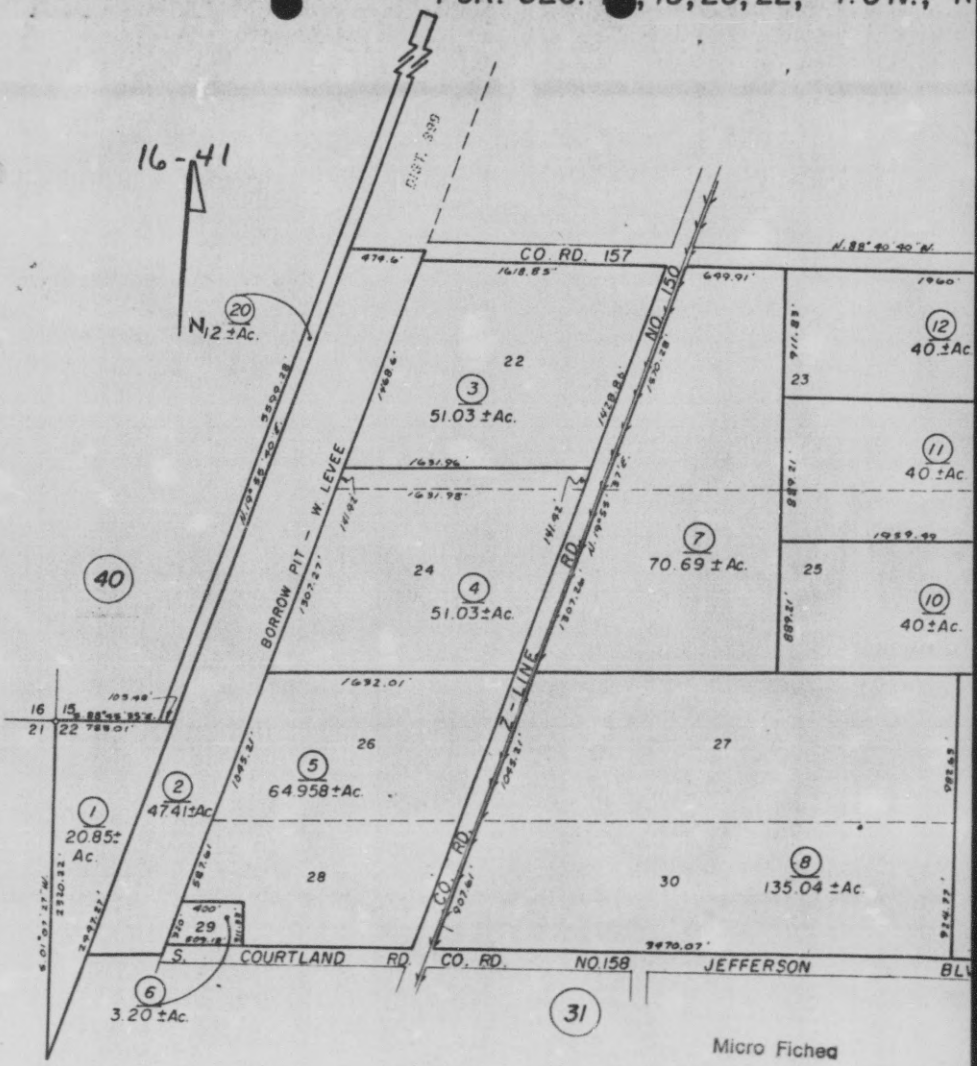
PARCEL NO. 2:

Lots 26 and 28 as said lots are delineated and so designated on that certain map entitled Holland Land Co. Subdivision No. 3, Yolo County California, which said map was filed for record in the office of the Yolo County Recorder on February 17, 1921 in Book 3 of Maps at page 42.

and

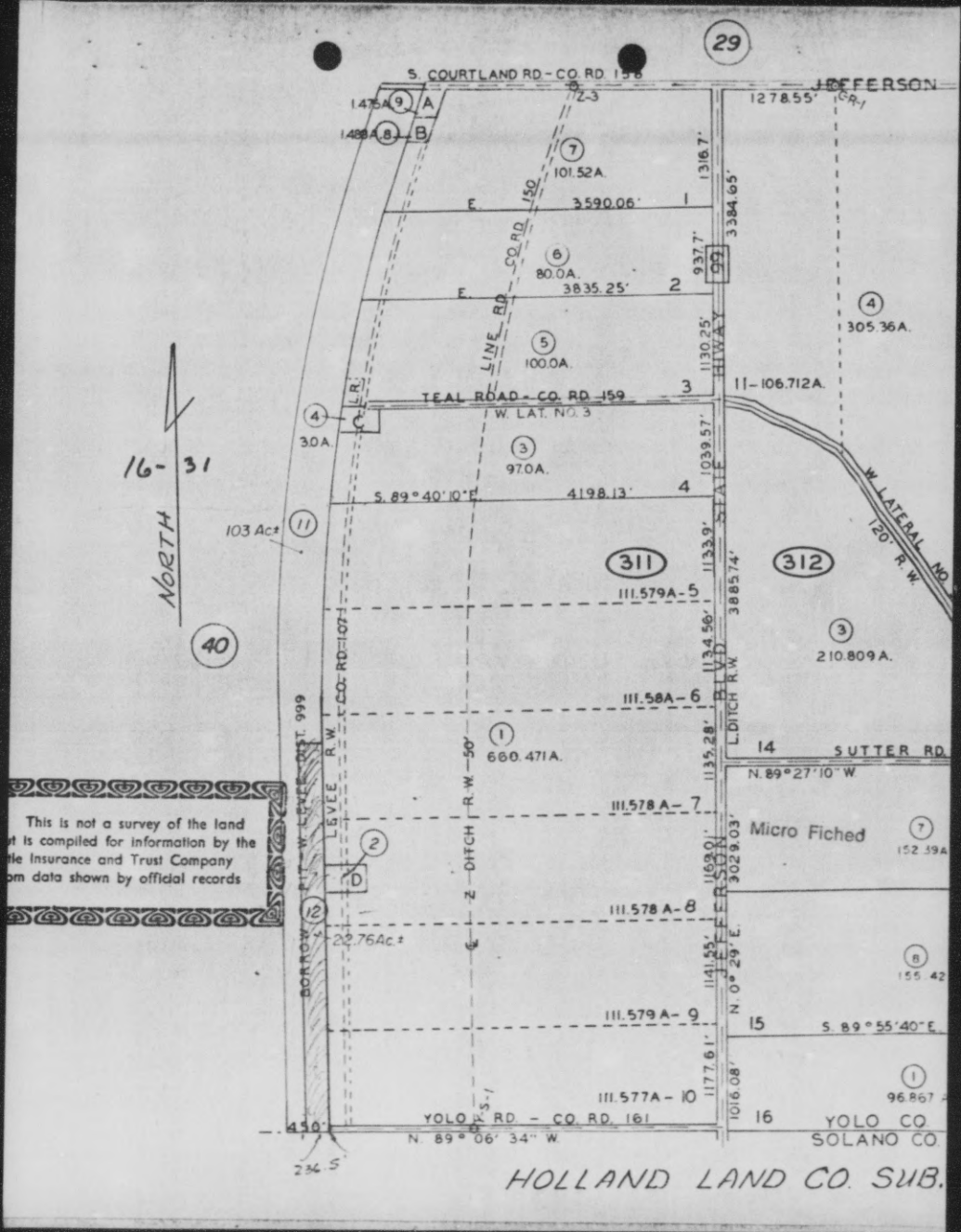
Lot 1 as said lot is delineated and so designated on that certain map entitled Holland Land Co. Subdivision No. 2, Yolo County, California, which said map was filed for record in the office of the Yolo County Recorder on February 17, 1921 in Book 3 of Maps at page 41.

Micro Fiched



M.B.Bk. 3, Pg. 42 – Holland Land Co. Subd. No. 3

(formerl



This is not a survey of the land
t is compiled for information by the
tle Insurance and Trust Company
om data shown by official records

CERTIFIED EXTRACT

MARY EVELYN NUNES TRUST AGREEMENT NUMBER ONE

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO) ss.

The undersigned, being duly sworn, depose and certify:

1. That MARY EVELYN NUNES, as Trustor, and RICHARD NUNES and FRANK SILVA, as Trustees, this date executed an Irrevocable Trust Agreement entitled as above set forth.

2. That the above described Trust is not of record in any court.

3. That the current beneficiaries under the terms of the Trust Agreement are the two adult children of the Trustor: RICHARD NUNES and ELEANOR NUNES SILVA.

4. That the Powers of the Trustees with respect to Trust property include, by way of illustration and not by way of limitation, the following: To sell, to lease, to exchange, to give security, to enter in contracts, to collect and receive all income and to invest and reinvest and otherwise deal with such assets without respect to laws concerning the investment of Trust Funds, and without the requirement of obtaining a court order.

Micro Fiched

5. That the Trust Agreement expressly provides that, with respect to any life insurance, the ownership and beneficial interest of which may be transferred to the Trustees, that the insurance companies which shall have executed the policies of life insurance are to have no responsibility other than to pay the proceeds of the policies, when they become due and payable, to the Trustees named in the policies as beneficiaries; the insurance companies shall not be required to examine this Trust Agreement at the time the Trustees are named as beneficiaries or at the time the proceeds become due and payable.

6. That the Trust Agreement expressly provides that enumeration of certain powers of the Trustees shall be interpreted neither in derogation of any right of the Trustees under law nor as restricting the discretion a prudent man would use in the management of property held for the benefit of others; such enumeration shall not limit their general powers in dealing with third persons, the Trustees being vested with and having all the rights, powers and privileges which an absolute owner of the same property would have.

MARY EVELYN NUNES
MARY EVELYN NUNES

FRANK ENOS SILVA
FRANK ENOS SILVA

RICHARD NUNES
RICHARD NUNES
Trustees

SUBSCRIBED and SWORN to before me this 19th day of April, 1962.

Richard Konig
Notary Public for the State of California

My Commissioner Expires: Jan. 31, 1966

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA ----- Deputy

AGREEMENT NO. 72-42

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Perry S. Cook Muriel F. Cook

Route 1 Box 284 Clarksburg Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #91 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x Beryl Cook

x Mildred F. Cook

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 29th day of June, 1971, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Leroy A. Cook and Muriel F. Cook, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of June, 1971.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
~~LAURENCE P. HENIGAN, COUNTY CLERK~~

GUARANTEE

68 25906

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64082 **Liability $** 140.00 **Fee $** 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

PERRY S. COOK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Gomez Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 91 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64082 Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Perry S. Cook
Title Vests: Perry S. Cook and Muriel F. Cook, his wife.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL 1:
All of S.L.S. 377 of Yolo County Surveys, situate in Reclamation District No. 150, described as follows:

BEGINNING at a point 6.20 chains North of the Northeast corner of Section 17, Township 6 North, Range 4 East, M.D.B. & M., thence from said point of beginning South 62 deg. 40'West 27.49 chains; thence North 7 deg. 50' West, 14 chains; thence North 42 deg. 00' East, 4 chains; thence North 28 deg 30' East, 11 chains; thence North 70 deg. 10' East 9.95 chains; thence North 77 deg. 50' East, 12 chains; thence North 62 deg. 20' East 6.92 chains; thence South 62 deg. 50' East, 35.07 chains; thence South 7 chains; thence West 40 chains to the place of beginning.

EXCEPTING THEREFROM THE FOLLOWING:
All that portion of Swanp Land Survey No. 377, Yolo County Surveys, described as follows:

BEGINNING at a point on the Northerly line of Swamp Land Survey No. 755, as shown on that certain Record of Survey entitled, "Property of Norman E. and Ellwood P.Bunnell" recorded in the office of the Recorder of Yolo County in Book 5 of Maps, and Surveys, at page 50: from which point of beginning the northwest corner of said Swamp Land Survey No. 755, bears South 88 deg. 36' 30" West 1224.63 feet; thence from said point of beginning North 23 deg. 42' 45" East 236.01 feet; thence South 00 deg. 11' 30" East 213.76 feet; thence South 88 deg. 36' 30" West 95.66 feet to the point of beginning.

PARCEL 2:

All that portion of that certain 127.433 acre parcel of land, as shown on that certain Record of Survey entitled "Property of Norman E. and Ellwood P. Bunnell, located in Sections 9, 10, 15 and 16, T. 6 N., R. 4 E.,

continued

CONTINUED: #64082

Yolo County, California recorded in the office of the Recorder of Yolo County in Book 5 of Maps and Surveys, at page No. 50; more particularly described as follows:

BEGINNING at the northwesterly corner of said 127.433 acre parcel of land, from which point of beginning the north west corner of Swamp Land Survey No. 755, as shown on said Record of Survey, bears the following two courses: (1) South 00 deg. 11' 30" East 441.92 feet and (2) South 88 deg. 36' 30" West 1320.29 feet; thence from said point of beginning, South 63 deg. 21' 15: East 92.57 feet; thence South 23 deg. 42' 45" West 203.85 feet; thence North 00 deg. 11' 30" West 228.16 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 16-360-23, Code Area 58-009.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

M.&S. Bk. 10, Pg. 4 – Survey of Albert, Evelyn G. & Thorton P.

NOTE - Ass.

Ass.

SEPT

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-43

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

Oliver R. Miller 1315 Homewood Dr Woll.
Jean J. Miller 1315 Homewood Dr. Woll.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #42 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

x Oliver R. Miller

x Reva J. Miller

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 29, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared Oliver R. and Reva J. Miller, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of June, 1971.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TI 1551 (7-68)

RO 9271-054

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref.
21-390-58

a California corporation, does hereby guarantee

. OLIVER R. MILLER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Oliver R. Miller and Reva J. Miller, his wife, as Joint Tenants.

Deed Recorded February 17, 1964

Micro Fiched

Document No. 2009

I.R.S. $ 27.50

Record Description: County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 8, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Reserve No. 42

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1:

The Northeast Quarter of the Northwest Quarter of Section 35, Township 10 North, Range 2 West, M.D.B.&M.

EXCEPTING THEREFROM the undivided ½ interest in all minerals, oil and gas located in, or under, or that may be produced from the above described property, as reserved by Herbert Forbes and Lillian Forbes, his wife, as Joint Tenants, in the deed to Robert P. Belflower and wife, dated February 4, 1954, recorded February 11, 1954, in Book 413 of Official Records, at page 583.

PARCEL #2:

Micro Fiched

That portion of Section 26, Township 10 North, Range 2 West, M.D.B.&M., described as follows:

BEGINNING at a point South 89° 57' East 1055.85 feet along the North boundary of Section 35, Township 10 North, Range 2 West, from the corner common to Sections 26, 27, 34 and 35, running thence North 33° 33' East, 941.3 feet to harrow tooth in center of 40 foot County Road, thence South 75° East 1123 feet to intersection of fence line of C. Nissen projected with center line of said County Road; thence along C. Nissen's fence South 0° 12' West to an old corner stake at the Southeast corner of this tract; thence North 89° 57' West 1613 feet to the place of beginning.

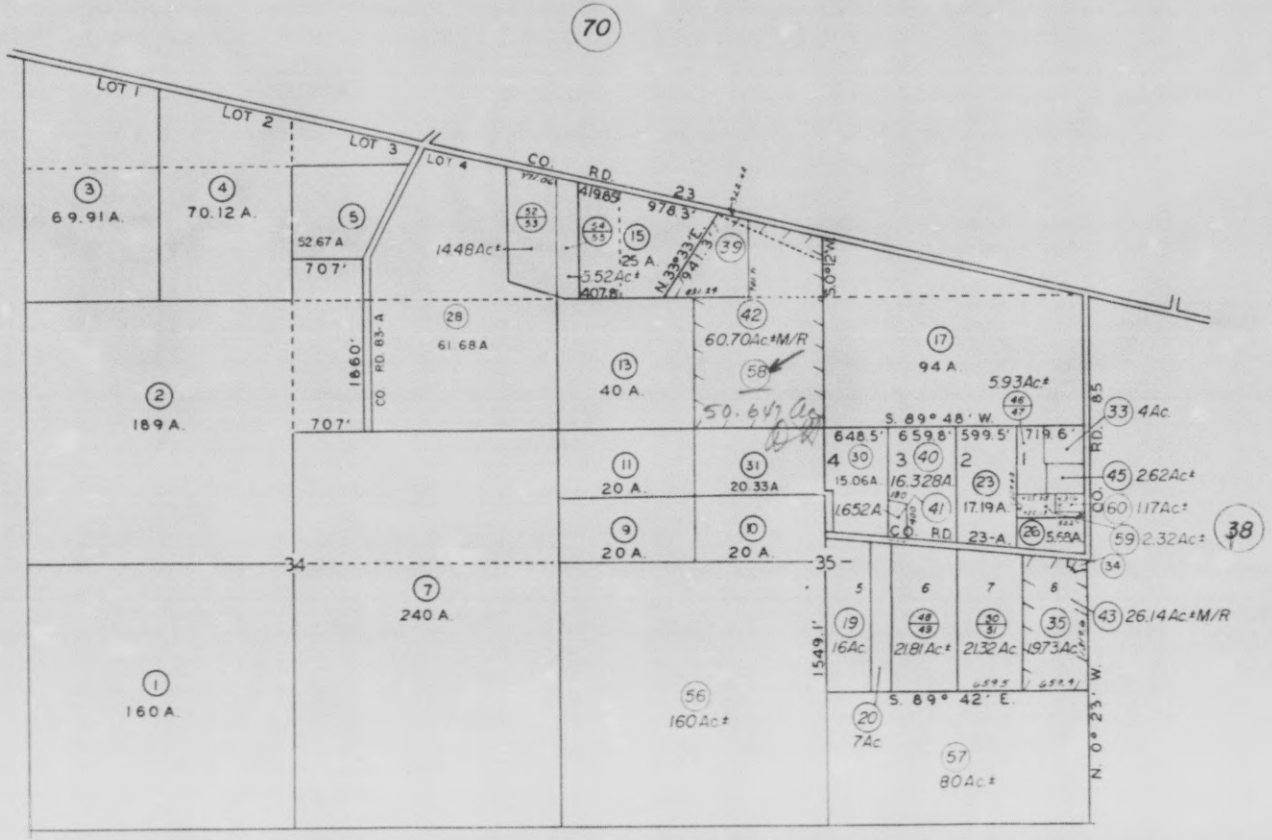
EXCEPTING THEREFROM all that portion thereof, conveyed by James M. Mulhern and wife, to Louise C. Van Vranken, a widow, by deed dated September 12, 1962, recorded in Book 689 of Official Records, at page 204, described as follows:

That portion of Section 26, Township 10 North, Range 2 West, M.D.B.&M., described as follows:
BEGINNING at a point South 89° 57' East 1055.87 feet along the North boundary of Section 35, Township 10 North, Range 2 West, from the corner common to Sections 26 and 27, 34 and 35, running thence North 33° 33' East 941.3 feet to the harrow tooth in center of 40 foot County Road; thence South 75° East 322.62 feet; thence South 0° 03' West 701.71 feet; thence North 89° 57' West 831.24 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the undivided ½ interest in all minerals, oil and gas located in, or under, or that may be produced from the above described property, as reserved by Herbert Forbes and Lillian Forbes, his wife, as joint tenants, in the deed to Robert P. Belflower and wife, dated February 4, 1954, recorded February 11, 1954, in Book 413 of Official Records, at page 583.

T 10 N. R. 2 W. M.D.B&M.

21-39



(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-44

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between M.C.C. Van Loben Sels Helen A. E. Van Loben Sels E. Carol D. Van Loben Sels Elizabeth C. Van Loben Sels Carel Dirk Van Loben Sels Linda B. Van Loben Sels Russell E. Van Loben Sels P.O Box C Courtland Ca. 95615
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was [illegible] in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

W. C. S. van Löben Sels by
Helen C. S. van Löben Sels Executrix
of the estate of W. C. S. van Löben Sels deceased

Helen C. S. van Löben Sels

Carl Dirk van Löben Sels

Russel E. van Löben Sels

Elizabeth C. van Löben Sels

Lynda B. van Löben Sels

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA,
County of Sacramento } ss.

Micro Fiched

On this 28th day of June in the year one thousand nine hundred and Seventy-One before me, Susan Lynn Pieretti, a Notary Public, State of California, duly commissioned and sworn, personally appeared E Carel D.van Loben Sels, Elizabeth C. van Loben Sels, Carel Dirk van Loben Sels, Russell E. van Loben Sels and Linda B. van Loben Sels known to me to be the person s whose name s subscribed to the within instrument, and acknowledged to me that t he y executed the same.

SUSAN LYNN PIERETTI NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN SACRAMENTO COUNTY

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Susan Lynn Pieretti
Notary Public, State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) My Commission Expires 5-17-75 PRINTED 6/25/64 42-0786

Micro Fiched

STATE OF CALIFORNIA
County of Sacramento } ss.

On June 21, 19 71 before me, the undersigned a Notary Public, in and for said State, personally appeared Helen A. E. Van Loben Sels, Executrix of the Estate of M. C. C. Van Loben Sels, deceased and Helen A. E. Van Loben Sels known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s he executed the same.

E. Mahlon Whittle
Notary Public

My commission expires

OFFICIAL SEAL
E. MAHLON WHITTLE
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO

GUARANTEE

68 25896

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63856 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

Carl van Loben Sels

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo

Countersigned: Dan Loomis
Vice President

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No 83 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63856 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

M. C. C. van Loben Sels and Helen A. E. van Loben Sels husband and wife, as community property as to an undivided 88%; E. Carel D. van Loben Sels and Elizabeth C. van Loben Sels, husband and wife as community property as to an undivided 10%; Carel Dirk van Loben Sels and Linda B. van Loben Sels, husband and wife as community property as to an undivided 1%; and Russell E. van Loben Sels, a single man as to an undivided 1%.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: That portion of Lots 38 and 39 of Holland Land Company Subdivision No. 4, according to the officiallplat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 43, described as follows:

Beginning at the Northwest corner of said Lot 38 and running thence South 68 deg. 42' East along the northerly boundary line of said Lots 38 and 39, 5314.36 feet; thence South 79 deg. 52' East along the northerly boundary line of Lot 39, 385.39 feet to a line drawn North from a point on the southerly boundary line of said Lot 39, distant thereon North 88 deg. 48' West, 3330.86 feet from the Southeast corner thereof; thence South along the line so drawn 1188.73 feet to a point distant thereon North 1188.72 feet from the Southerly line of said Lot 39; thence North 81 deg. 41' 20" West, 6225.29 feet to a point on the westerly line of said Lot 38; distant thereon North 19 deg. 55' 40" East, 2068.62 feet from the southwesterly corner of said Lot 38; thence North 19 deg. 55' 40" East along the said westerly boundary line, 2432.81 feet to the point of beginning, containing 238.46 acres, more or less.

PARCEL 2: That portion of Lot 39, Holland Land Company Subdivision No. 4, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 43, described as follows:

Beginning at the northeasterly corner of said Lot 39, and running thence South 0 deg. 36' West along the easterly boundary line of said Lot, 773.45 feet; thence North 88 deg. 48' West, 2635.21 feet ; thence North 81 deg. 41' 20" West, 713.05 feet; thence North 1188.73 feet to the northerly boundary line of said Lot 39; thence along said northerly boundary line, the following courses and distances: South 79 deg. 52' East, 965.73 feet; South 77 deg. 28' East, 1157.50 feet; South 81 deg. 40' East, 647.90 feet; South 70 deg. 51' East, 301.70 feet; and South 83 deg. 02' East, 344.81 feet to the point

continued

continued

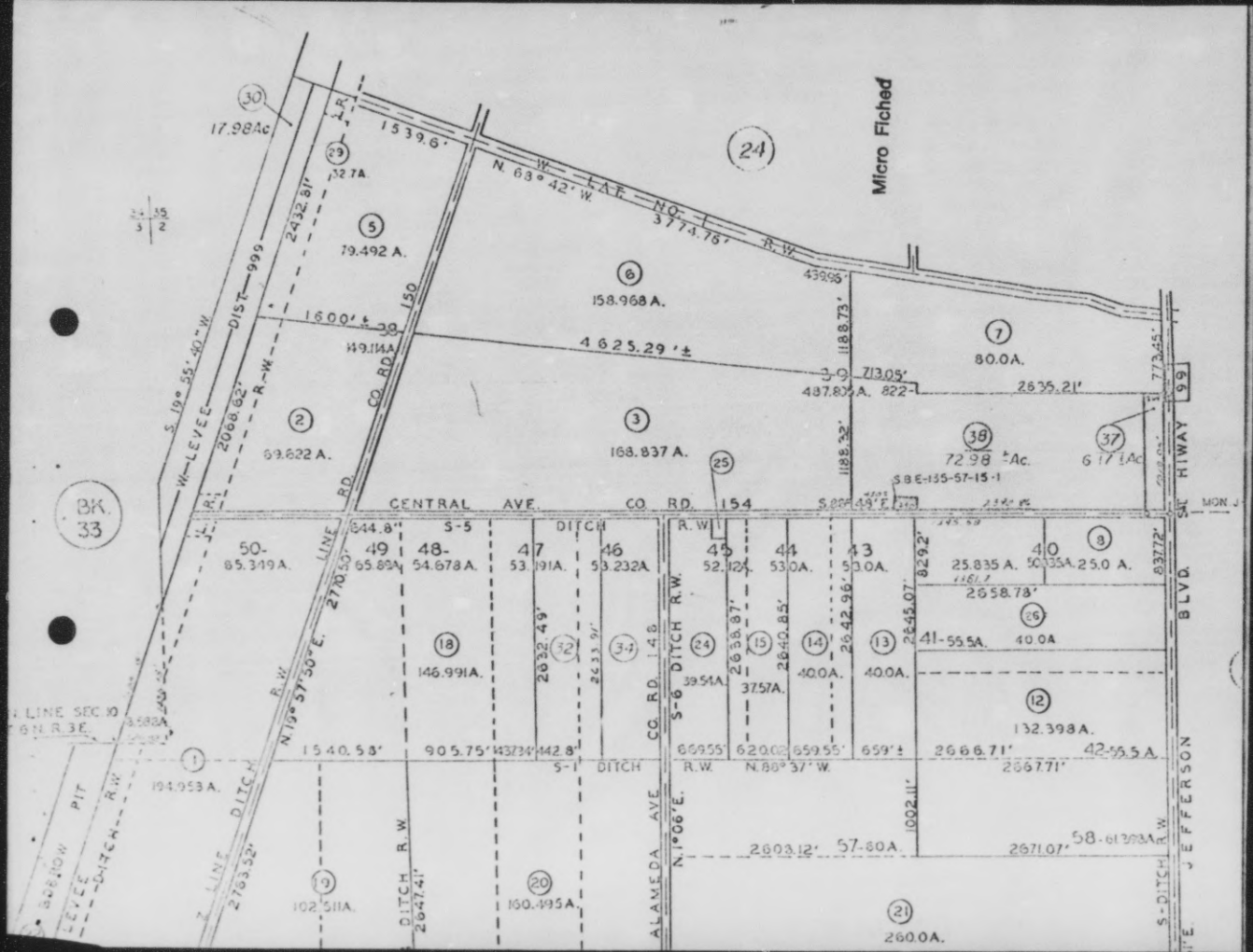
63856

of beginning, containing 80 acres, more or less.

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 16-250-05, 16-250-06 and ~~16-250-17~~ for the tax year 1970-71.

16-250-07

Micro Fiched


Micro Fiched
BK. 33
CENTRAL AVE. CO. RD. 154
W. LEVEE DIST. 999
CO. RD. 150
N. 63° 42' W. L.A.F. NO. 3774.75' R.W.
S. 19° 55' 40" W. 2066.62'
N. 19° 57' 30" E. 2760.55'
S-1 DITCH
S-5 DITCH
S-6 DITCH
ALAMEDA AVE
JEFFERSON BLVD.
HIWAY 99
17.98Ac
32.7A
79.492 A.
158.968 A.
80.0A.
69.622 A.
168.837 A.
72.98 Ac.
6.17 Ac
50- 85.349A.
49 65.89A.
48- 54.678 A.
47 53.191A.
46 53.232A.
45 52.124A.
44 53.0A.
43 53.0A.
40 25.835 A.
25.0 A.
146.991A.
41- 55.5A.
40.0A.
132.398 A.
42- 55.5 A.
194.953A.
102.511A.
160.495A.
260.0A.
57- 80A.
58- 61.398A.

Name, Address and Telephone No. of Attorney(s)

CURRIE, LEBSACK, HANNIG & FERRARI
525 Marshall Street
P. O. Box 30
Redwood City, Calif. 94064
Telephone: 366-8411

Attorney(s) for Executrix

Space Below For Use of Court Clerk Only

ENDORSED:
Filed
JUN 17 1971
W. N. DURLEY, CLERK
By B. Stone, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Estate of

M. C. C. van LOBEN SELS,
DECEASED.

No. 71707

LETTERS TESTAMENTARY

State of California, County of Sacramento:

The last will of the above named decedent having been proved in the above entitled court,

HELEN A. E. van LOBEN SELS,

who is named therein as such, is hereby appointed executrix thereof.
(IS/ARE) (IS/ARE)

Witness, W. N. DURLEY, clerk of the above entitled court, with the seal of the court affixed.

Dated JUNE 17, 1971

By order of the court.

W. N. DURLEY, Clerk

Micro Fiched

(SEAL)

By B. Stone
DEPUTY CLERK

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executrix of the last will of the above named decedent.

Executed on June 17, 1971 (DATE), at Sacramento (PLACE), California

Helen A. E. van Loben Sels

7442

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated JUN 17 1971

W. N. DURLEY, Clerk

By
DEPUTY CLERK

(SEAL)

Form approved by the Judicial Council of California. Rev. 2-62.

LETTERS TESTAMENTARY Prob. C. Secs. 301, 340; C.C.P. Secs. 1923, 2015.5; etc.

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-45

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between E. Carel D. van Löben Sels Elizabeth C. van Löben Sels Carel Dirk van Löben Sels Linda B. van Löben Sels Russell E. van Löben Sels
P.O. Box C Courtland Calif 95615
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which [illegible] in the Office of the County Recorder of Yolo County on [illegible] 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

Elizabeth C. van Löben Sels

_____

_____

Brenda B. van Löben Sels

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA,
County of Sacramento } ss.

Micro Fiched
Seventy-One

On this 28th day of June in the year one thousand nine hundred and
before me, Susan Lynn Pieretti, a Notary Public,
State of California, duly commissioned and sworn, personally appeared E. Carel D. van Loben Sels, Elizabeth C. van Loben Sels, Carel Dirk van Loben Sels, Russell E van Loben Sels and Linda B. van Loben Sels

known to me to be the person s whose name s subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Susan Lynn Pieretti
Notary Public, State of California.

My Commission Expires 5/17/75

SUSAN LYNN PIERETTI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN SACRAMENTO COUNTY

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

PRINTED 6/25/64 42-0706

GUARANTEE

68 25895

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63855 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Carl Van Loben Sels

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 83 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63855 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of E. Carel D. van Loben Sels and Elizabeth C. van Loben Sels, husband and wife, as community property as to an undivided ½ thereof and Carel Dirk van Loben Sels and Linda B. van Loben Sels, husband and wife, as community property as to an undivided ¼ thereof and Russell E. van Loben Sels, a single man as to an undivided ¼ thereof.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real propertyin the County of Yolo, State of California, described as follows:

PARCEL 1: The Southerly portion of Lot 38 and the Southwesterly portion of Lot 39 as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California ", which map was filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Map Book 3, at page 43, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 38, and running thence South 88 deg. 48' East, along the Southerly boundary line of said Lots 38 and 39, 6866.48 feet to a point distant thereon, North 88 deg. 48' West, 3330.86 feet from the Southeast corner of said Lot 39; thence North 1188.72 feet; thence North 81 deg. 41' 20" West, 6225.29 feet to a point on the Westerly boundaryline of said Lot 38; distant thereon North 19 deg. 55' 40" East, 2068.62 feet from the point of beginning; thence South 19 deg. 55' 40" West, 2068.62 feet to the point of beginning, containing 238.459 acres, more or less.

PARCEL 2: All that portion of Lot 39 as said Lot is delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 4, Yolo County, California", which said map was recorded in the office of the County Recorder of said Yolo County, California, on February 17, 1921, in Map Book 3, at page 43, Yolo County Records, described as follows:

BEGINNING at the Southeast corner of said Lot 39; thence North 88 deg. 48' West, along the southerly boundary line of said Lot, 3330.86 feet; thence North 1188.72 feet; thence South 81 deg. 41' 20" East, 713.05 feet; thence South 82.20 feet; thence South 88 deg. 48' East, 2635.21 feet to the Easterly boundary line of said Lot 39; thence along the Easterly boundary line of said Lot 39, South 0 deg. 36' West, 1018.05 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Pacific Gas and Electric Company, a California corporation, by deed dated December 3, 1954, recorded December

continued

21, 1954, in Book 440 of Official Records, at page 484, described as follows:

BEGINNING at a 3/4 inch iron pipe in the southerly boundary line of Lot 39 as said Lot 39 is shown upon the map of Holland Land Co. Subdivision No. 4 filed for record in the office of the County Recorder of said County of Yolo in Map Book 3 at page 43, said southerly boundary line being the centerline of Central Avenue, as said Central Avenue is shown upon said map, from which the concrete monument designated J-B-4 upon said map andmarking the intersection of the centerline of said Central Avenue with the centerline of Jefferson Boulevard, as said Jefferson Boulevard is shown upon said map, bears South 88 deg. 48'East, 2660.0 feet distant and running thence North 88 deg. 48' West, along the Southerly boundary line of said Lot 39 (said Southerly boundary line being the centerline of said Central Avenue), 208.0 feet to a 3/4 inch ironpipe; thence North 1 deg. 12' East, 25.0 feet to a 2 inch iron pipe (with a 3 inch brass cap marking Pac. Gas & Elect. Co. Prop. Cor.) in the Northerly boundary line of said Central Avenue; thence continuing North 1 deg. 12' East, 183.0 feet to a 2 inch iron pipe (with a 3 inch brass cap marked Pac. Gas & Elect. Co. Prop. Cor.); thence South 88 deg. 48' East, parallel with the centerline of said Central Avenue, 208.0 feet to a 2 inch iron pipe (with a 3 inch brass cap marked Pac. Gas & Elect. Co. Prop. Cor.); thence South 1 deg. 12' West, 183.0 feet to a 2 inch iron pipe (with a 3 inch brass cap marked Pac. Gas & Elect. Co. Prop. Cor.) in the Northerly boundary line of said Central Avenue; thence Continuing South 1 deg. 12 West, 25.0 feet to the point ofbeginning; containing a net acreage of 0.87 acre exclusive of that portion thereof lying within the boundarylines of said Central Avenue and being a portion of said Lot 39.

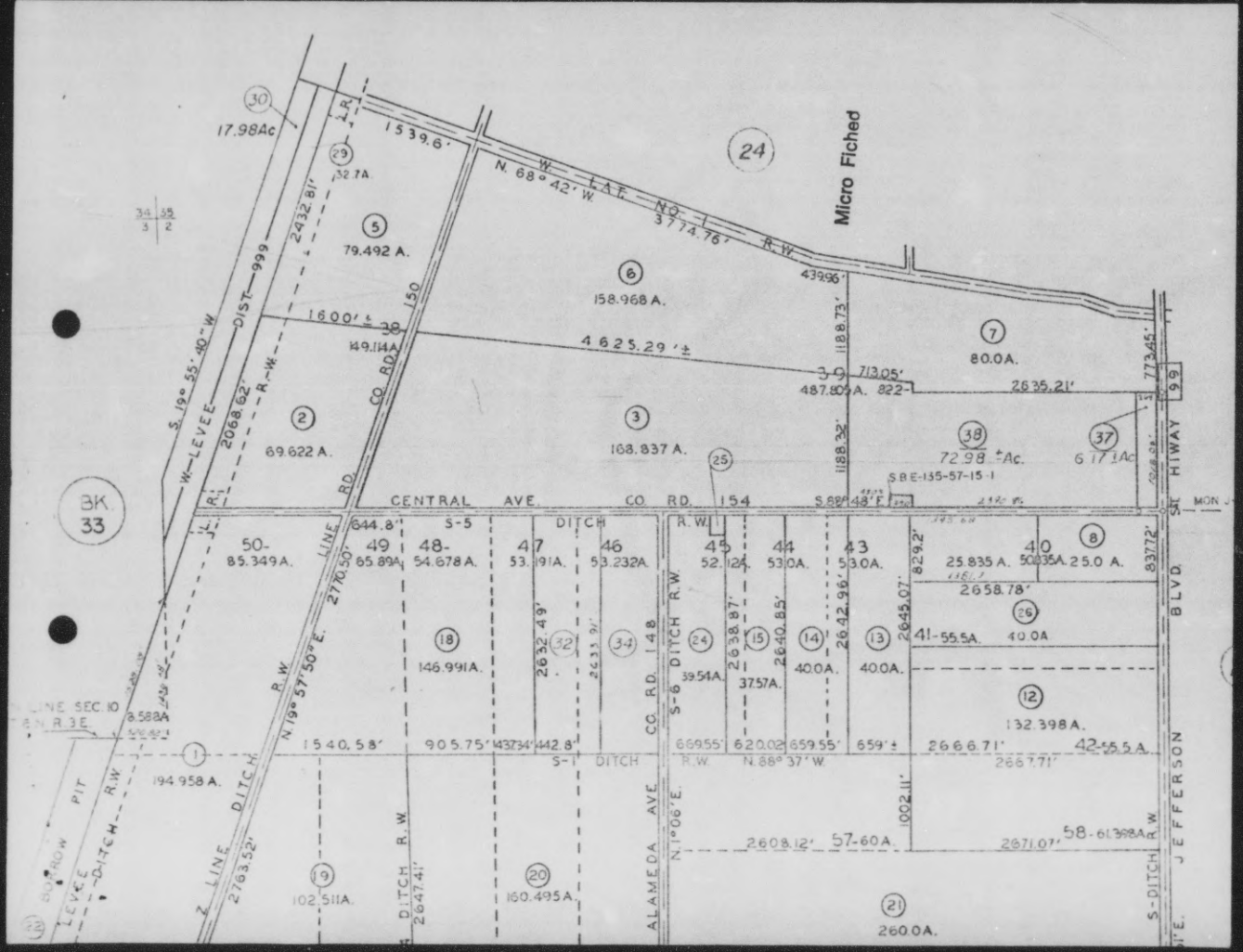
Micro Fiched

EXCEPTING THEREFROM a portion of Lot 39, Holland Land Company Subdivision No.' 4, as said lot appears of record in Map Book 3, page 43, Yolo County Records, described as follows:

BEGINNING at the Southeast corner of said Lot being the intersection of the centerline of Central Avenue and the centerline of the "S" Ditch right of way as shown on said map; thence N. 0 deg. 36' 00" E., along the East line of said Lot, 1018.05 feet to the Southeast corner of the Lester Holmes property; thence along the South line of said Lester Holmes property, N. 88 deg. 48' W., 264.00 feet; thence parallel with said East line of said Lot, S. 0 deg. 36' W., 1018.05 feet to the South line of said Lot; thence S. 88 deg. 48' E., 264.00 feet to the point of beginning, containing 6.15 acres of Land.

ALSO EXCEPTING THEREFROM an undivided $\frac{1}{2}$ interest in all mineral rights. in, on or under the herein described land as reserved for the lifetime of M. Renee Holmes indeed from M. Renee Holmes, as Executrix of the Estate of Joseph H. Holmes, deceased, to E. Carel D. van Loben Sels, et al., dated January 9, 1969, recorded February 19, 1969, in Book 903 of Official Records, at page 648.

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 16-250-02, 16-250-03 and 16-250-38 for the tax year 1970-71.


Micro Fiched
BK 33
CENTRAL AVE. CO. RD. 154
W. LEVEE DIST. 999
N. 68° 42' W. T.A.E. NO. 3774.76' R.W.
CO. RD. 150
JEFFERSON BLVD. STATE HIWAY 99
S-1 DITCH
S-5 DITCH
S-6 DITCH R.W.
ALAMEDA AVE.
LEVEE DITCH R.W.
BORROW PIT
17.98Ac
32.7A
79.492 A.
158.968 A.
80.0A.
69.622 A.
168.837 A.
72.98 ±Ac.
6.17 Ac
194.958 A.
102.511A.
160.495 A.
260.0A.
146.991A.
132.398 A.
85.349A.
65.89A
54.678 A.
53.191A.
53.232A.
52.12A.
53.0A.
53.0A.
25.835 A.
50.035A.
25.0 A.
40.0A.
39.54A.
37.57A.
40.0A.
40.0A.
42-55.5A.
57-60A.
58-61.398A.
8.588A
149.114A
487.809A.
2432.81'
2068.62'
2763.52'
2647.41'
2658.78'
2635.21'
4625.29'±
1539.6'
3774.76'
1540.58'
905.75'
1442.8'
2666.71'
2671.07'
2608.12'
1002.11'
2642.96'
2645.07'
2638.87'
2640.85'
2632.49'
2633.91'
1188.73'
1188.32'
829.2'
773.45'
644.8'
2770.50'
1600'±
713.05'
439.96'
S.19° 55' 40" W.
N.19° 57' 50" E.
N.1° 06' E.
N. 88° 37' W.
S.88° 48' E.
S.B.E-135-57-15-1
R.W.
L.R.
L.L.
P.L.
Z LINE SEC. 10 T.8N. R.3E.
34 35 / 3 2

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-46

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

Robert Lowrey and Patricia Lowrey
Rt. 1, Box 918
Esparto, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #8 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 29, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Lowrey and Patricia Lowrey

known to me to be the person s whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

STAPLE HERE

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(R

(This area for official notarial seal)

TO 1551 (7-68)

TI

RO 9271-066

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
18-430-04
18-450-05
18-610-05

a California corporation, does hereby guarantee

Robert Lowrey
County Rd 85B and Highway 16
Esparto, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ROBERT LOWREY and PATRICIA LOWREY, his wife as joint tenants

Deed Recorded December 11, 1962

Document No. 13336 in Book 696 of Official Records page 539

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Lots 2, 3 and 4, and the East half of the Southwest quarter and the West half of the Southeast quarter of Section 19; Lot 1 and the East half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 30, Township 11 North, Range 3 West, M.D.B. & M.

The Southeast quarter of the Northeast quarter of Section 24, Township 11 North, Range 4 West, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

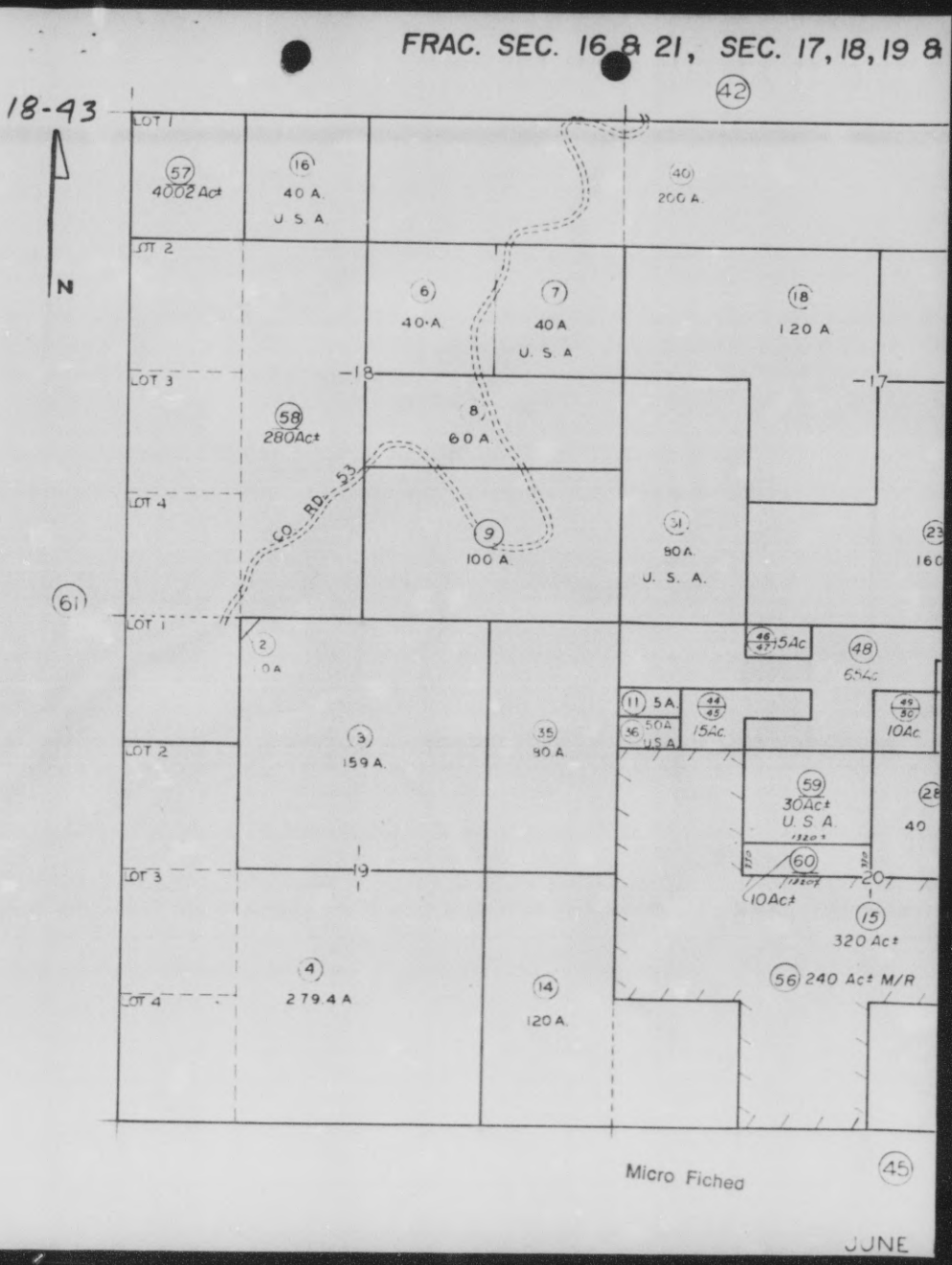
Micro Fiched

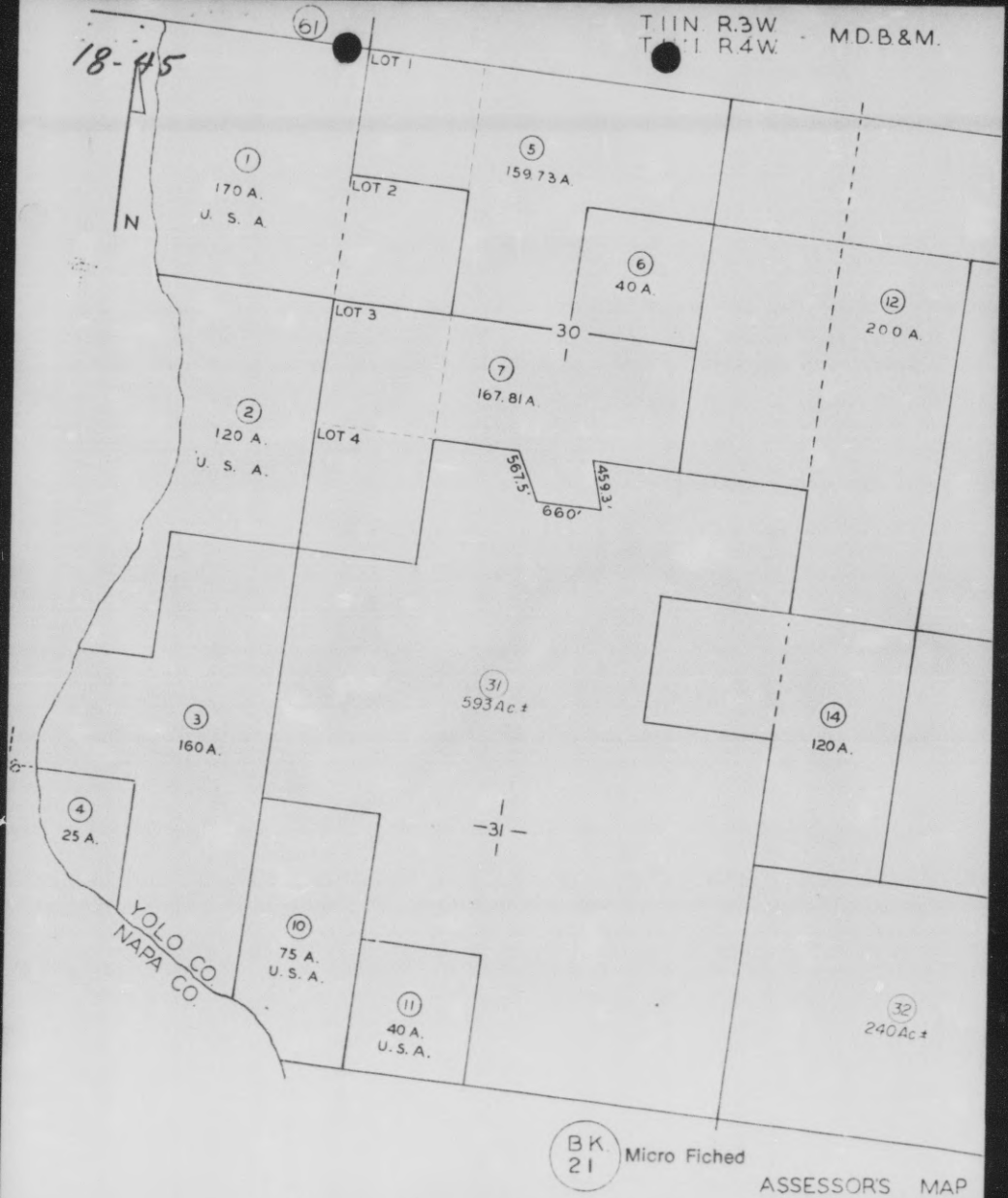
Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Burdett SECRETARY

Addition to Reserve No. 8 Exhibit "A"


FRAC. SEC. 16 & 21, SEC. 17, 18, 19 &
18-43
N
42
LOT 1
57
4002 Ac±
16
40 A.
U. S. A.
40
200 A.
LOT 2
6
40 A.
7
40 A.
U. S. A.
18
120 A.
LOT 3
18
17
58
280 Ac±
8
60 A.
LOT 4
CO. RD. 53
9
100 A.
31
90 A.
U. S. A.
23
160
61
LOT 1
2
10 A.
46
47
15 Ac.
48
65 Ac.
11
5 A.
44
45
36
50 A.
U. S. A.
15 Ac.
49
50
10 Ac.
LOT 2
3
159 A.
35
90 A.
59
30 Ac±
U. S. A.
1320'
28
40
LOT 3
19
60
1320'
330'
330'
20
10 Ac±
15
320 Ac±
56
240 Ac± M/R
LOT 4
4
279.4 A.
14
120 A.
Micro Fiched
45
JUNE



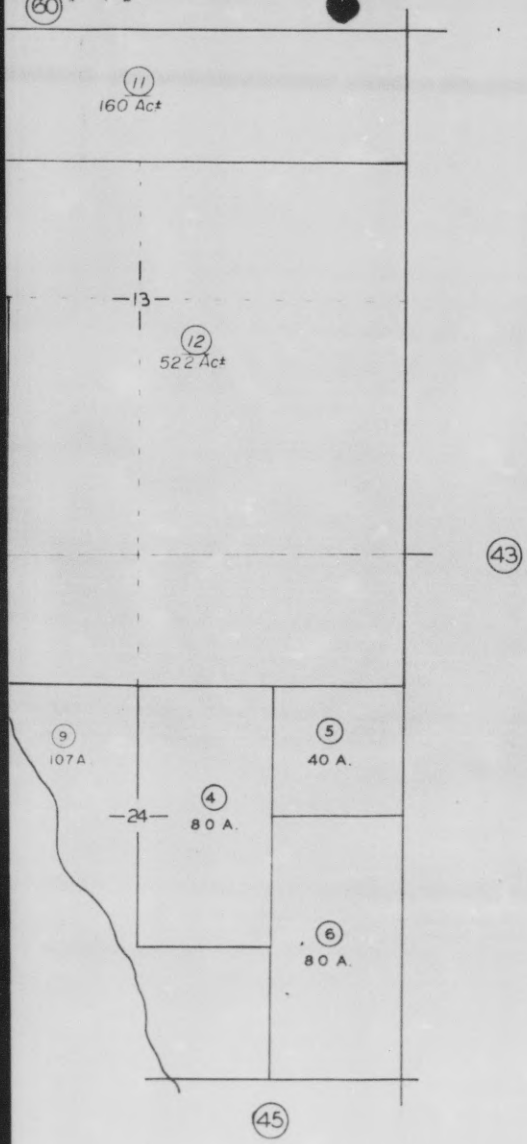
BK 21 Micro Fiched

ASSESSOR'S MAP
BOOK 18 PAGE
COUNTY OF YOLO

WR-1 JUNE 1959

3, T.11N., R.4W., M.D.B.&M.

18-61



Micro Fiched

Assessor's Map Bk. 18 Pg. 61
County of Yolo, Calif.

FEB. 1968

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

60

(Endorsed) Filed FEB 29 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-47

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Doris J. Addison, 7900 Creekwood Way, Sacramento, Calif. (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #70 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. Dudley Stokes
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

Micro Fiched

STATE OF CALIFORNIA,
County of SACRAMENTO } ss.

On this 29th day of June in the year one thousand nine hundred and seventy-one before me, Reva J. Martin a Notary Public, State of California, duly commissioned and sworn, personally appeared DORRIS T. ADDISON

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

REVA J. MARTIN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires June 7, 1972

Reva J. Martin
Notary Public, State of California.

My Commission Expires June 7, 1972

Cowdery's Form No. 32—Acknowledgment—General. (C. C. Sec. 1189) 4575

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
(2-1-64)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $100.00 ORDER No. 35595

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

DORRIS ADDISON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 28, 1971 at 7:00 o'clock a.m.

Micro Fiched

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Pollum

by W.H. POLLUM — Assistant Secretary for the Company

Form No. 354

Addition to Reserve No. 70
Exhibit "A"

CLTA Guarantee
Form No. 15 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

DORRIS T. ADDISON, AN UNMARRIED WOMAN

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

PARCEL I: The Southerly 72.910 acres of Swamp Land Survey No. 368, Yolo County Surveys, more particularly described as follows:

Beginning at a concrete monument marked N.W.L., said monument being in the Easterly line of the County Road known as "Morse Road", and at the Northwest corner of said 72.910 acre tract; thence along the Easterly line of said road South 0°41'10" West 867.60 feet to the Southwest corner of said Swamp Land Survey No. 368; thence along the Southerly line of said Swamp Land Survey, South 72°33' East 3283.21 feet to the Southeasterly corner thereof, in the centerline of Elk Slough; thence along the center line of Elk Slough North 9°06' East 1006.10 feet; thence North 17°01' East 67.50 feet; thence leaving Elk Slough, North 76°28' 20" West 3394.78 feet to the point of beginning, containing 72.910 acres of land, more or less.

PARCEL II: That certain portion of Lot No. 1, Holland Land Company Subdivision No. 8, Yolo County, California, which said map was filed for record in the office of the County Recorder of Yolo County, California, on January 19, 1921, in book 3 of maps, at page 38, more particularly described as follows:

Being all that portion of said lot No. 1, lying Easterly of the Easterly line of the County Road known as "Morse Road", and containing approximately 41.247 acres, more or less.

Excepting therefrom that portion conveyed by George J. Hollenbeck to the County of Yolo by deed dated August 6, 1958 and recorded August 19, 1958 in book 549 of Official Records at page 193, described as follows:

A portion of Lot 1, Holland Land Company Subdivision No. 8, and more particularly described as follows:

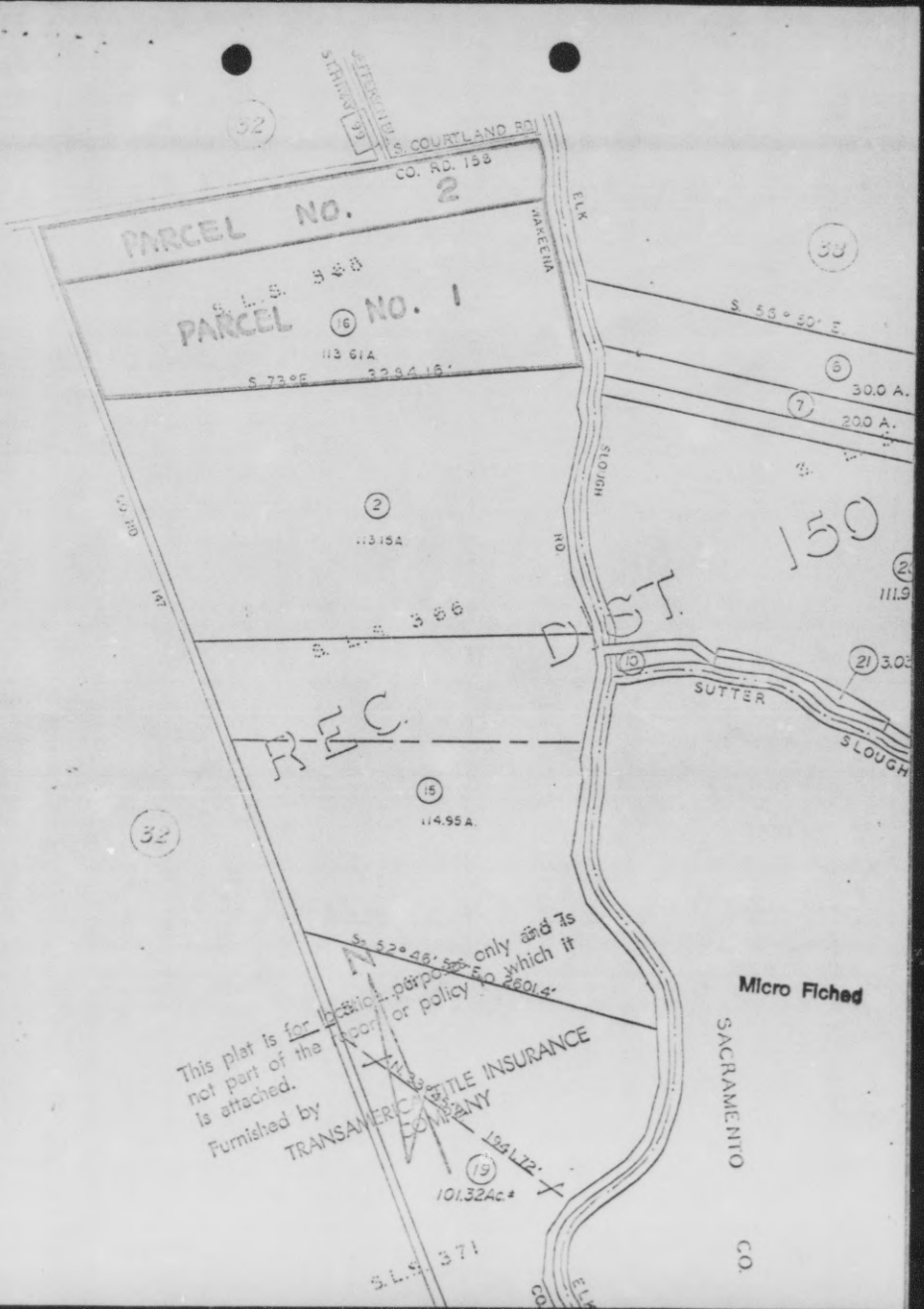
...SEE FOLLOWING PAGE...

DESCRIPTION: (continued) 35595

Beginning at a point in the Southerly line of County Road 158, also known as Courtland Road, said point being situate South 0°52'20" West 704.74 feet more or less from a concrete monument marked S.W. 369, located in the Easterly line of Jefferson Boulevard, as said monument is shown on the official Map of Holland land Company Subdivision No. 7, recorded in map book 3, at page 37, in the office of the recorder of Yolo County, and running thence from said point of beginning along the Southerly line of said County Road 158, South 76°35' East 957.84 feet, more or less, to a point in the West levee of Elk Slough, thence Southerly 25 feet, more or less, thence along a line parallel to and 25 feet South of the South line of said County Road 158, North 76°35' West 957.84 feet more or less, thence North 0°52'20" East 25.00 feet more or less to the point of beginning, containing 0.549 acres, more or less.

PARCEL NO. 16-390-16 CODE AREA 58-007

Micro Fiched


S. COURTLAND RD.
CO. RD. 158
PARCEL NO. 2
PARCEL NO. 1
113.61A
S 73°E 3294.18'
S. 53° 30' E
30.0 A.
200 A.
113.15A
S.L.S. 386
114.95 A.
S. 52° 46' 50" E 2601.4'
101.32Ac±
S.L.S. 371
ELK
HAKEENA
SUTTER SLOUGH
SACRAMENTO CO.
This plat is for the purpose only and is not part of the report or policy which it is attached.
Furnished by TRANSAMERICA TITLE INSURANCE COMPANY
Micro Fiched
NOTE - Assessor's Block Numbers Assessor's Parcel Numbers
SCDT 1060

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-48

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between John Joseph Soares and Anna Mary Soares B5825 Rhonda Vilas Rd Union City Cal (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #43 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

John Joseph Soares

Anna Mary Soares

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this JUNE 30, 1971, before me the undersigned ~~County Clerk~~ of the County of Yolo, personally appeared JOHN JOSEPH SOARES and ANNA MARY SOARES, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30TH day of JUNE, 1971.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 28, 1972

Jan L. Krogness
~~LAURENCE P. HENIGAN, COUNTY CLERK~~

(Rev. 4-71)

GUARANTEE

68 25922

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64105 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

JOHN SOARES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Bonino Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 43
Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64105 **Effective Date:** June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo **County, California, and the indices of the County Recorder of said County subsequent to** March 1, 1970 **, with respect to the name(s) of**

JOHN SOARES

TITLE VESTS: JOHN JOSEPH SOARES and ANNA MARY SOARES, his wife, as JOint Tenants.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

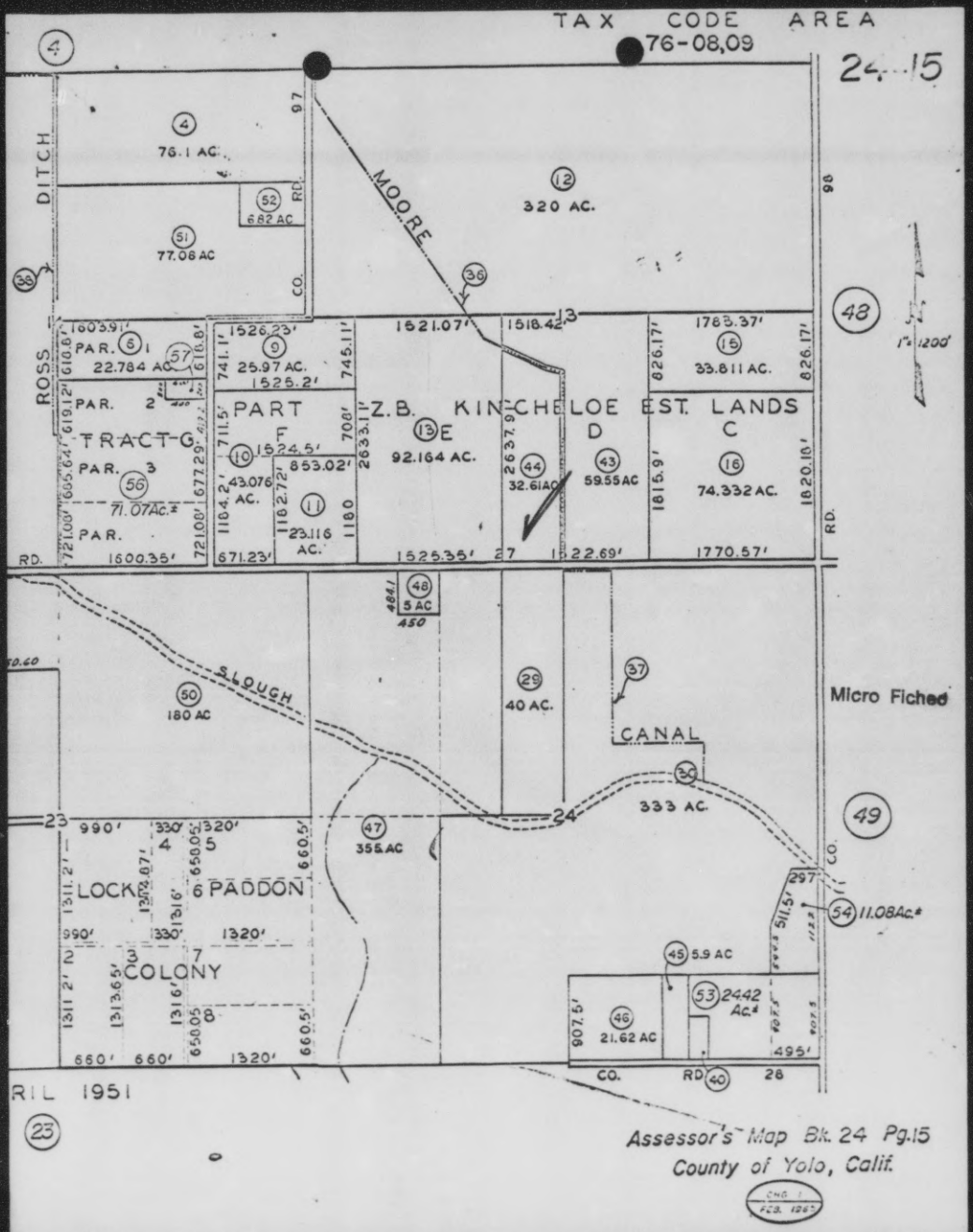
All that real property in the County of Yolo, State of California, described as follows:

A portion of Tract "D", of Z.B. Kincheloe Estate Lands, County of Yolo, State of California, situate in Section 13, Township 9 North, Range 1 East, M.D.B. & M., as per map of said Estate Lands which is filed for record in the office of said County Recorder in Maps and Surveys, Book 4 at page 49, and being more particularly described as follows:

BEGINNING at the Southwest corner of said Tract D and extending thence along the West line thereof, North 0° 30' West 2249.22 feet to the center line of an existing canal of the Clear Lake Water Company, said canal being known as Moore Canal; thence along the center line of said Canal the following courses; South 64° 44' 40" East 329.57 feet; thence South 79° 46' 40" East 240.03 feet, South 74° 03' 10" East 141.07 feet; South 0° 43' East 2017.69 feet to the South line of said Tract D and said Section 13; thence along said South line South 89° 11' West 675.61 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessment PARCEL No. ~~24-150-44~~. 40-110-10

NOTE: This Guarantee is limited to the above described property.


TAX CODE AREA
76-08,09
24-15
DITCH
ROSS
MOORE
76.1 AC.
77.08 AC
682 AC
320 AC.
PAR. 1
22.784 AC
25.97 AC.
33.811 AC.
PAR. 2
TRACT G
PAR. 3
71.07Ac.±
PAR.
43.076 AC.
23.116 AC.
92.164 AC.
32.61AC
59.55AC
74.332 AC.
PART Z.B. KINCHELOE EST. LANDS
E
D
C
5 AC
180 AC
40 AC.
333 AC.
355 AC
SLOUGH
CANAL
LOCK
6 PADDON
7
COLONY
8
5.9 AC
2442 Ac.±
21.62 AC
11.08Ac.±
CO. RD
RIL 1951
Micro Fiched
Assessor's Map Bk. 24 Pg.15
County of Yolo, Calif.

Book

AGREEMENT NO. 72-49

(Endorsed) Filed FEB 24 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between John R. Wetzel and Clairdine P. Wetzel, his wife

401 Baylor Drive, Woodland, CA. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to # 9 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 16, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this February 14, 19 72, before me the undersigned County Clerk of the County of Yolo, personally appeared John R. and Claidine P. Wetzel, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 14th day of February, 19 72.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

EXHIBIT "A"

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The North half of the Southwest Quarter of Section 35, Township 9 North, Range 1 East, M.D.B.& M., mor particularly described as follows:

Micro Fiched

BEGINNING at the southwest corner of said North half of Southwest Quarters, from which the southwest corner of said section 35 bears South 0° 04' 50" West, 1324.18 feet thence along the west line of said Section, North 0° 04' 50" East, 1324.18 feet to the west quarter corner of said Section; thence along the north line of the South half of Section 35, North 89° 59' 12" East, 2625.18 feet to the center of said Section; thence along the east line of said Southwest Quarter, South 0° 01' 46" East, 1321.76 feet to the Southeast corner of the North half of the Southwest Quarter of said Section 35; thence along the South line of the North half of the Southwest quarter of said Section, South 89° 56' 02" West, 2627.72 feet to the point of beginning, containing 79.77 acres, more or less.

PARCEL 2: A portion of the Southeast Quarter of said Section 35, Township 9 North, Range 1 East, M.D.B. & M., described as follows:

BEGINNING on the west line of said Southeast Quarter at a point situate North 0° 01' 46" West, 396.49 feet from the South quarter corner of said Section; thence along said West line, North 0° 01' 46" West, 2246.45 feet to the center of Section 35; thence along the north line of said Southeast Quarter, North 89° 59' 12" East, 2637.93 feet to the east quarter corner of Section 35; thence along the section line, South 0° 10' 05" West, 228.69 feet to a point on the north bank of a slough; thence along said north bank the following courses and distances; South 51° 27' 30" West, 433.70 feet; South 43° 57' West, 321.30 feet; South 33° 32' 15" West, 299.60 feet; South 26° 45' West, 343.80 feet; South 47° 05' 15" West,103.10 feet; South 73° 49' 15" West, 94.00 feet; South 72° 10' 15" West, 310.60 feet; South 53° 44' 30" West, 666.10 feet; South 70° 18' 30" West, 232.10 feet; South 58° 42' West, 119.60 feet; South 50° 35' West,257.30 feet; and South 34° 37' West, 145.20 feet; thence South 89° 58' 14" West, 79.33 feet to the point of beginning, containing 80.82 acres, more or less.

GUARANTEE

68 25909

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64074 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ALFRED SMITH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned: Don Lemmon
Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 9 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64074 Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Alfred Smith, Charles Jerome Smith and Phyllis Jamieson

Title Vests: Alfred F. Smith, Jr. and Charles Jerome Smith, each an undivided 1/3 interest; and Phyllis Jamieson, an undivided 1/3 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The North half of the Southwest Quarter of Section 35, Township 9 North, Range 1 East, M. D. B. & M., more particularly described as follows:

BEGINNING at the southwest corner of said North half of Southwest Quarter, from which the southwest corner of said Section 35 bears South 0 deg. 04' 50" West 1324.18 feet thence along the west line of said Section, North 0 deg. 04' 50" East, 1324.18 feetto the west quarter corner of said Section; thence along the north line of the South half of Section 35, North 89 deg. 59' 12" East, 2625.18 feet to the center of said Section; thence along the east line of said Southwest Quarter, South 0 deg. 01' 46" East, 1321.76 feet to the Southeast corner of the North half of the Southwest Quarter of said Section 35; thence along the South line of the North half of the Southwest quarter of said Section, South 89 deg. 56' 02" West, 2627.72 feet to the point of beginning, containing 79.77 acres, more orless.

PARCEL 2: Aportion of the Southeast Quarter of said Section 35, Township 9 North, Range 1 East, M. D. B. & M., described as follows:

BEGINNING on the west line of said Southeast Quarter at a point situate North 0 deg. 01' 46" West, 396.49 feet from the South quarter corner of said Section; thence along said West line, North 0 deg. 01' 46" West, 2246.45 feet to the center of Section 35; thence along the north line of said Southeast Quarter, North 89 deg. 59' 12" East, 2637.93 feet to the east quarter corner of Section 35; thence along the section line, South 0 deg. 10' 05" West, 228.69 feet to a point on the north bank of a slough; thence along said north bank the following courses and distances; South 51 deg. 27' 30" West, 433.70 feet; South 43 deg. 57' West, 321.30 feet; South 35 deg. 32' 15" West, 299.60 feet; South 39 deg. 45' West, 343.80 feet; South 47 deg. 05' 15" West, 103.10 feet; South 73 deg. 49' 15" West, 94.00 feet; South 72 deg. 10' 15" West, 310.60 feet; South 53 deg. 44' 30" West, 666.10 feet; South 70 deg. 18' 30" West, 232.10 feet;South 58deg. 42' West, 119.60 feet; South 50 deg. 35' West, 257.30 feet; and South 34 deg. 37' West, 145.20 feet; thence South 89 deg. 58' 14" West, 79.33 feet to the point of beginning, containing 80.82 acres, more or less.

continued

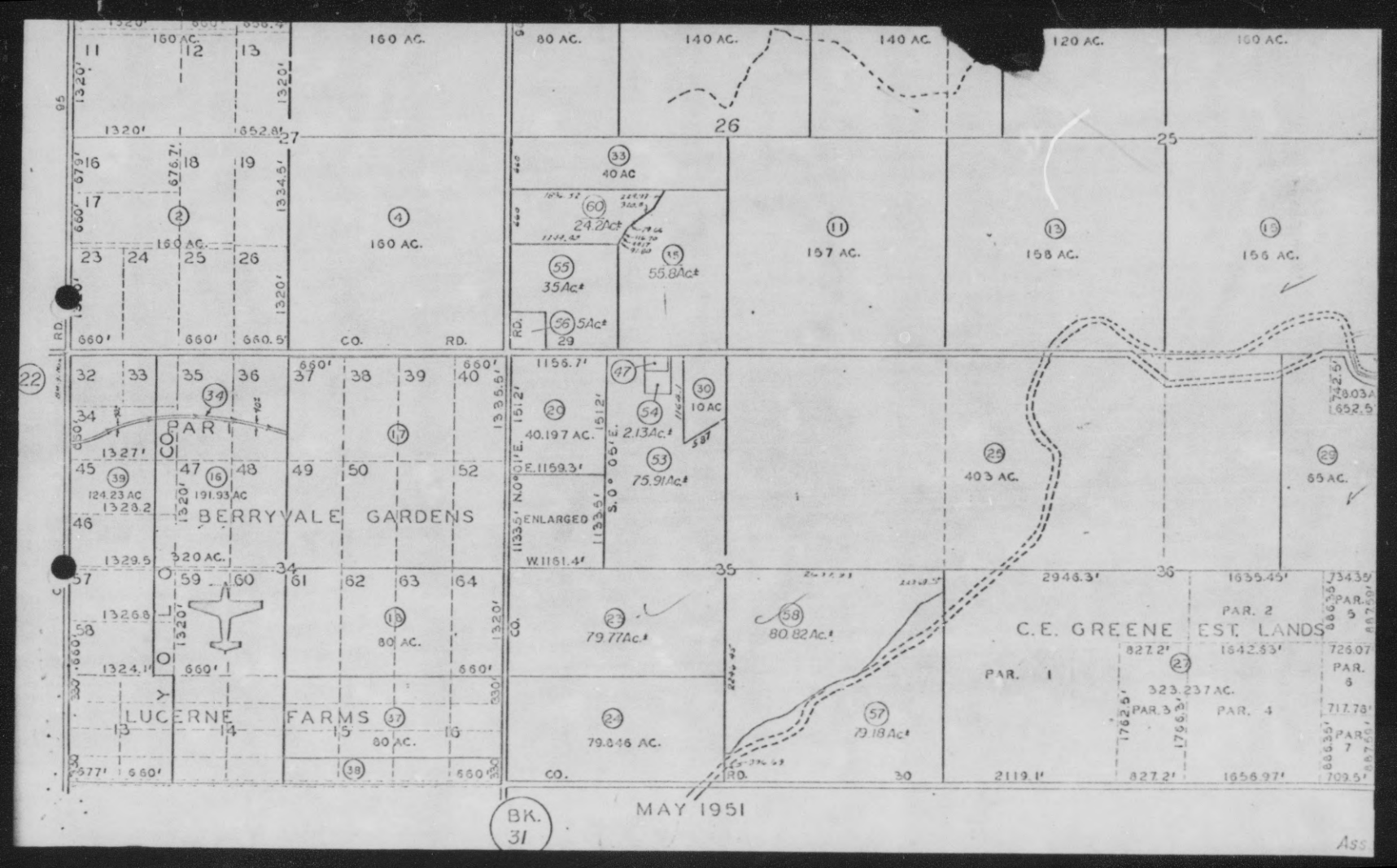
CONTINUED: # 64074

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 24-230-23, and ~~24-230-58~~, Code Area 61-013. 40-200-05

40-200-12

NOTE: This Guarantee is limited to the above described property.

Micro Fiched


160 AC.
160 AC.
80 AC.
140 AC.
140 AC.
120 AC.
160 AC.
26
25
27
40 AC
24.2Ac±
55.8Ac±
35Ac±
5Ac±
157 AC.
158 AC.
156 AC.
160 AC.
160 AC.
CO. RD.
RD.
29
22
BERRYVALE GARDENS
320 AC.
40.197 AC.
2.13Ac±
75.91Ac±
10 AC
403 AC.
65 AC.
124.23 AC
191.93 AC
80 AC.
79.77Ac±
80.82Ac±
79.846 AC.
79.18Ac±
C.E. GREENE EST. LANDS
PAR. 1
PAR. 2
PAR. 3
PAR. 4
323.237 AC.
LUCERNE
FARMS
80 AC.
80 AC.
CO.
RD.
30
35
36
E. 1159.3'
ENLARGED
W. 1161.4'
N. 0° 01' E.
S. 0° 05' E.
1156.7'
2946.3'
1655.45'
2119.1'
1656.97'
827.2'
1642.63'
726.07
717.78'
709.5'
MAY 1951
BK. 31

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-50

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Ellen F. Slaven
1129 Eunice Drive
Woodland, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H: Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #1 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 13, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ellen F. Slaven

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 30, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Ellen F. Slaven, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

TO 1551 (7-68)

RO 9271-068

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
19-341-13
19-322-14

a California corporation, does hereby guarantee

Ellen F. Slaven
1129 Eunice Drive
Woodland, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ELLEN F. SLAVEN

Micro Fiche

xxxxxxxxxxxx by the termination of joint tenancy recorded April 14, 1960
Document No. 3594 in Book 601 of Official Records page 293

I.R.S. $ None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

The Southeast quarter and the fractional Southwest quarter of Section 19, Township 11 North, Range 1 East, M.D.B. & M.

The Northeast quarter and the East half of the Northwest quarter of Section 24, Township 11 North, Range 1 West, M.D.B. & M.

EXCEPTING THEREFROM that portion thereof conveyed to La Verne Croll et ux by deed recorded May 28, 1968 in Book 882 of Official Records page 397.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

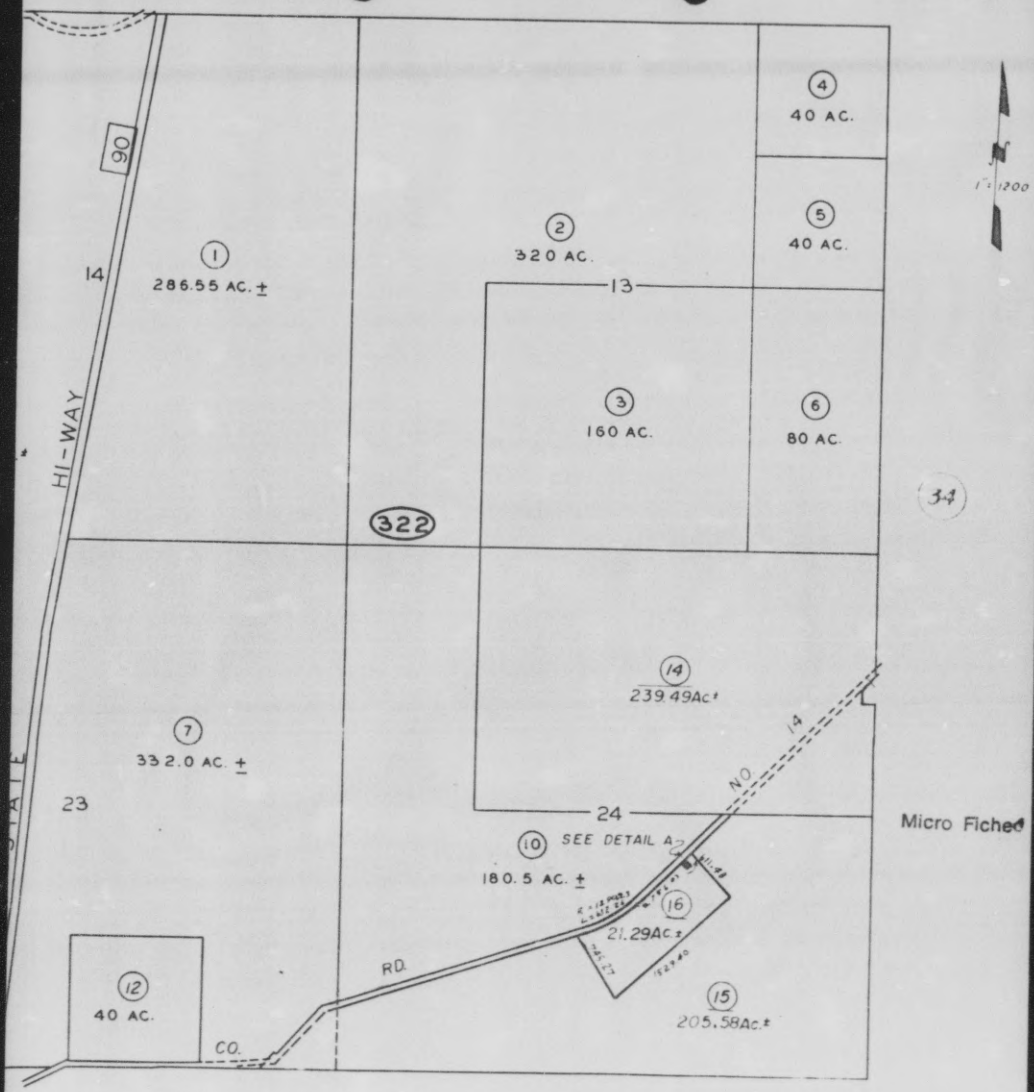
by [signature]
PRESIDENT

Attest: Richard W Bartlett
SECRETARY

Addition to Preserve No. 1 Exhibit "A"

M. D. B. & M.

19-32



Micro Fiched

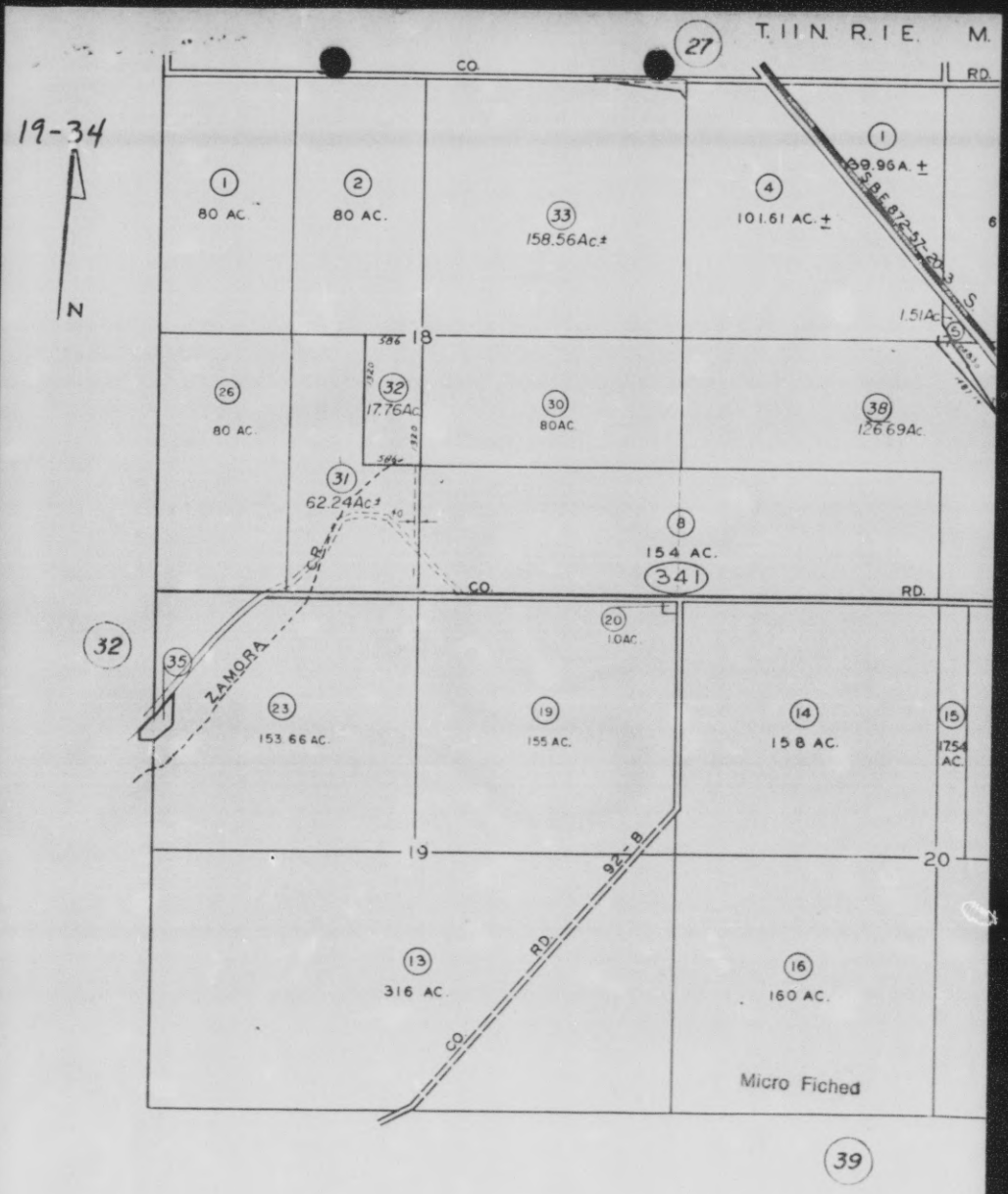
NOTE — FOR LEASEHOLD INTERESTS IN MINERAL RIGHTS SEE PG. 61

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 19 Pg. 32
County of Yolo, Calif.

SEPT. 1950

CHG. 4
FEB 1969


19-34
N
T. 11 N. R. 1 E. M.
27
CO.
RD.
1
80 AC.
2
80 AC.
33
158.56Ac.±
4
101.61 AC. ±
1
99.96A. ±
S 38° E 872.57' 20.3
1.51Ac.
18
26
80 AC.
32
17.76Ac.
30
80AC.
38
126.69Ac.
31
62.24Ac.±
8
154 AC.
341
CO.
RD.
20
10AC.
32
35
ZAMORA
23
153.66 AC.
19
155 AC.
14
158 AC.
15
175.4 AC.
19
20
93-B
RD.
13
316 AC.
16
160 AC.
30
Micro Fiched
39
SEPT. 195
NOTE - Assessor's Block Numbers Shown in Ellip
Assessor's Parcel Numbers Shown in Circ

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-51

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

X Alfonso F. Geerts
Margaret E. Geerts
Rt 1 Box 279 Winters Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #42 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x Alfonso T. Geertz

Margaret E. Geertz

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 30th day of June, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared Alfonso F. Hecht and Margaret E. Hart, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30th day of June, 1971.

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M Cameron
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25724

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64104 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ALFONSO F. GEERTS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By J. W. Gramps Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 4.2
Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64104 Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

ALFONSO F. GEERTS and MARGARET E. GEERTS, his wife, as Community Property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The South one-sixth of the North three-sixths of Section 28, Township 9 North, Range 1 West, M.D.B. & M., as set forth in that certain deed executed by Thomas W. Guthrie to Victor G. Guthrie, et al., dated November 21, 1911 and recorded May 12, 1912, in Book 78 of Deeds at page 613. (Said Section 28 having been divided into 6 equal parts, exclusive of a 25 foot strip off the South side thereof.)

Micro Fiched

EXCEPTING THEREFROM:
The portion of the South One-Sixths of the North Three-Sixths of Section 28, T. 9 N., R. 1 W., M.D.B. & M., lying Northerly and Westerly of the center line of an irrigation ditch and being more particularly described as follows: BEGINNING at a point on the West line of said Section 28, which bears North 158.71 feet from the Southwest corner of the South One-Sixth of the North Three-Sixths of said Section 28, as said corner is marked by the intersection of the West line of said Section with the Westerly extension of a fence line along the South boundary of said South one-sixth of North Three-Sixths of Section 28; thence from said point of beginning, East 63.53 feet to a point on the centerline of a n irrigation ditch; thence following said centerline the following courses and distances: North 45° 21' 53" East 257.73 feet; North 42° 39' 30" East, 282.97 feet, and North 27° 31' 19" East 363.92 feet to a point on the North line of the South Sixth of the North Three-Sixths of said Section 28; thence, leaving the center line of said irrigation ditch, North 89° 29' West 606.87 feet to the Northwest corner of said South Sixth of the North Three-Sixths of said Section 28; thence South 717.57 feet along the WEst line of said Section 28 to the point of beginning and containing 6.196 acres, more of less.

ALSO EXCEPTING THEREFROM:
A portion of the South one-sixth of the North three-sixths of Section 28, Township 9 NOrth, Range 1 West, M.D.B. & M., as set forth in that certain deed executed by Thomas W. Guthrie to Victor G. Guthrie, et al., dated November 21, 1911, and recorded May 12, 1912, in Book 78 of Deeds, at page 613. (Said Section 28 having been divided

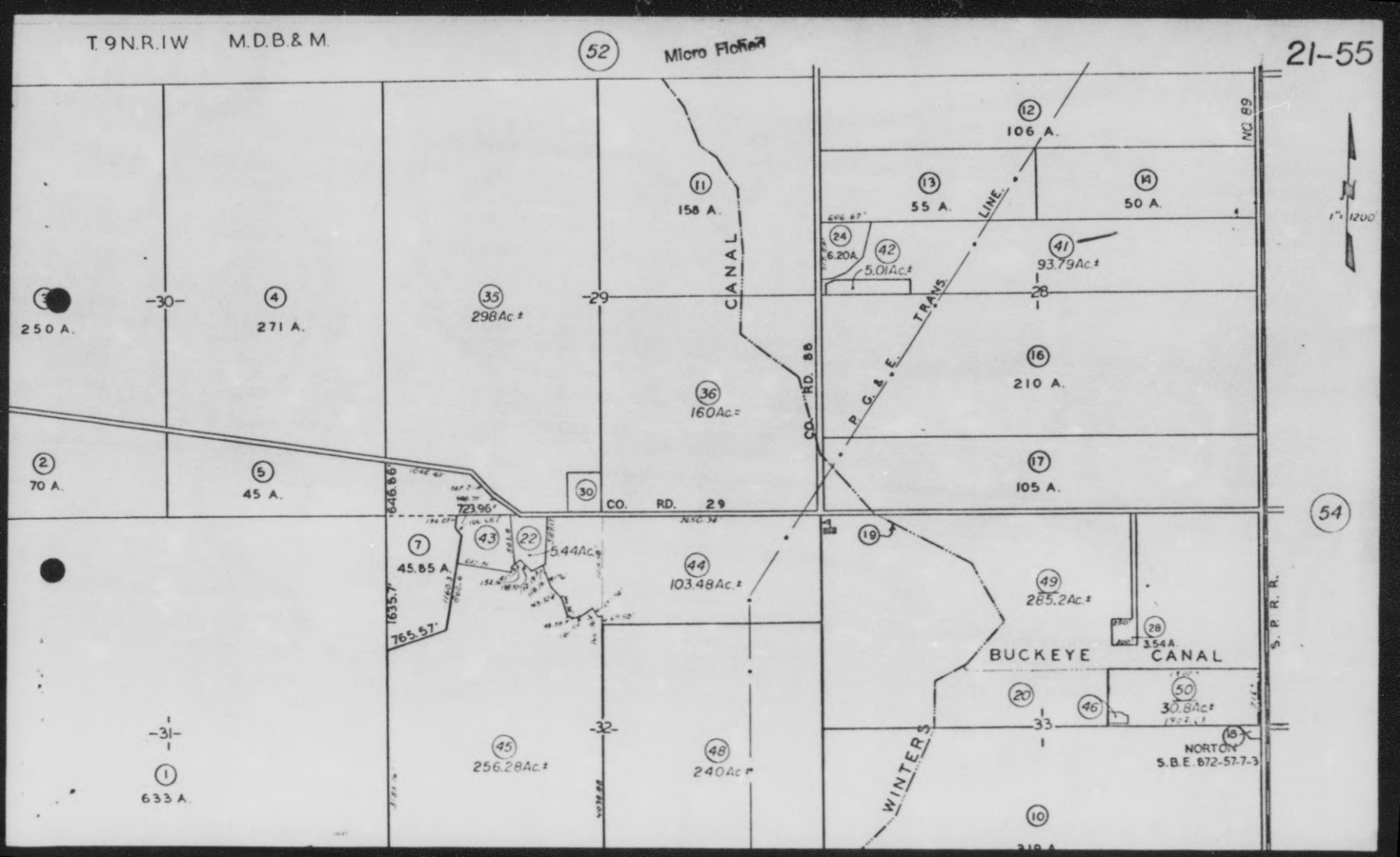
(continued)

Into 6 equal parts, exclusive of a 25 foot strip off the South side thereof.) said portion being particularly described as follows:

BEGINNING at a point on the South line of the above described parcel that is distant East 90 feet from the Southwest corner thereof; thence from said point of beginning North 144.00 feet; thence North 37° 30' East 86.00 feet; thence East 988.44 feet to a point; thence South 208.71 feet to the South line of said above described parcel; thence West along the South line of said parcel a distnace of 1052.44 feet to the point of beginning.

NOTE: This Guarantee is limited to the above described property which is designated by the Yolo County assessor as Parcel 21-550-41 on the 1970-71 assessment roll.

Micro Fiched


T.9N.R.1W M.D.B.& M.
52
Micro Floned
21-55
12
106 A.
NO. 89
11
158 A.
13
55 A.
14
50 A.
1" = 1200'
CANAL
24
6.20A
42
5.01Ac.±
41
93.79Ac.±
P.G.&E. TRANS. LINE
3
250 A.
-30-
4
271 A.
35
298Ac.±
-29-
28
16
210 A.
36
160Ac.±
CO. RD. 88
2
70 A.
5
45 A.
30
CO. RD. 29
17
105 A.
54
646.86'
723.96'
7
45.85 A.
43
22
5.44Ac.±
44
103.48Ac.±
19
49
285.2Ac.±
1635.7'
765.57'
28
3.54A.
BUCKEYE CANAL
S.P.R.R.
20
46
50
30.8Ac.±
-31-
-32-
33
18
NORTON
S.B.E. 872-57-7-3
1
633 A.
45
256.28Ac.±
48
240Ac.±
WINTERS
10
318 A.

(Endorsed) Filed FEB 29 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-52

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

X WILLIAM J. SLAVEN

X JOAN E. SLAVEN

P.O. Box 164, ZAMORA CALIFORNIA
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #1 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 13, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Douglas Hawkins
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X William J. Slaven

& Jean E. Slaven

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiche

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

Micro Fiche

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 29, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Slaven and Joan E. Slaven, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Robert L. Wilson

Robert L. Wilson
Name (Typed or Printed)

ROBERT L. WILSON
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My Commission Expires Feb.10, 1972

(This area for official notarial seal)

STAPLE HERE

TO 1551 (7-68)

RO 9271-67

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref. 19-391-01

a California corporation, does hereby guarantee

WILLIAM J. SLAVEN

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

William J. Slaven and Joan E. Slaven, his wife, as Tenants in common.

Deed Recorded September 25, 1959.

Micro Fiched

Document No. 8580

I.R.S. $ None.

Record Description: County of Yolo, State of California, described as follows:
All of Section 30, Township 11 North, Range 1 East, M. D. B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

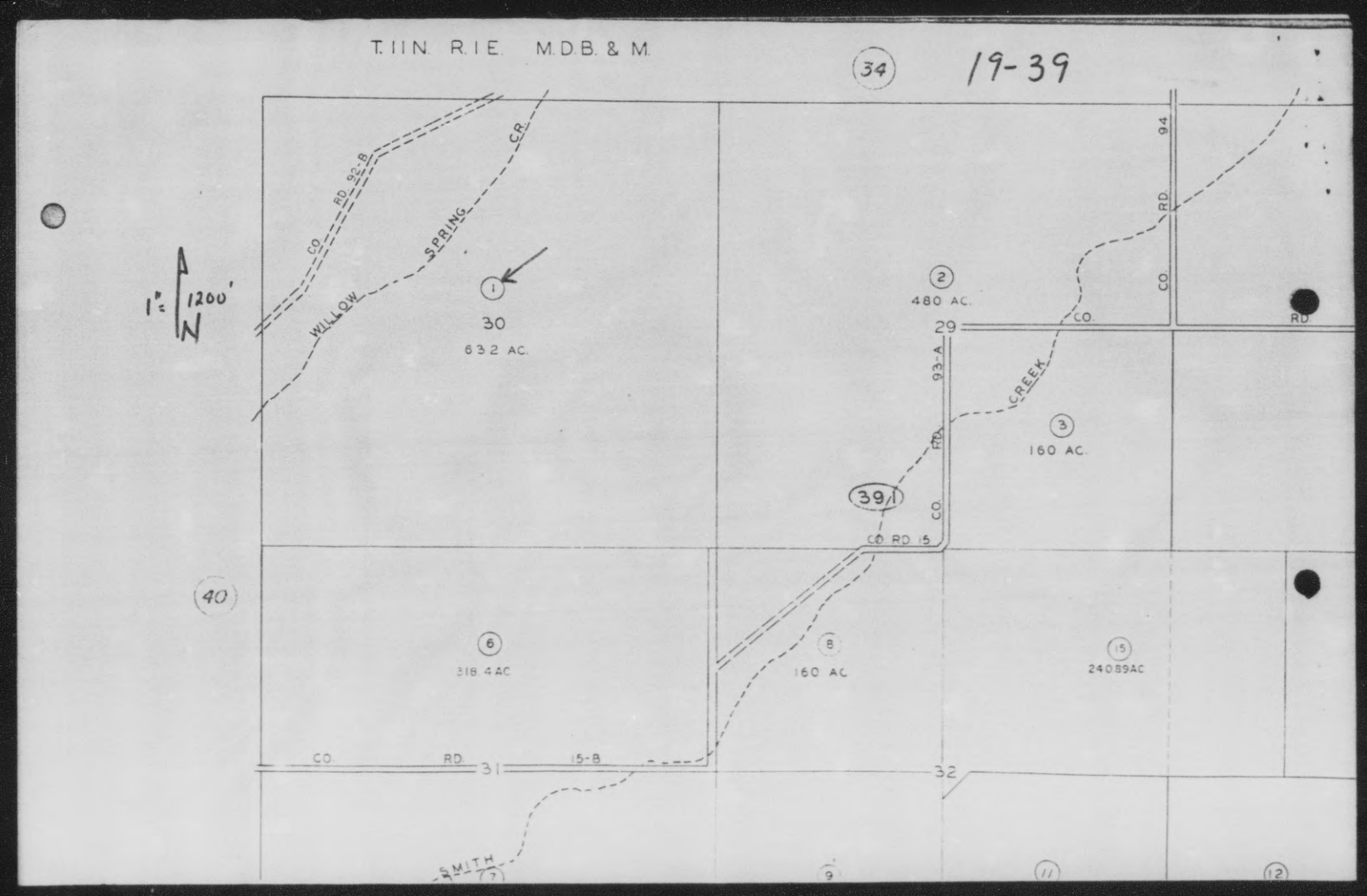
Dated as of June 8, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Hewlett SECRETARY

Addition to Reserve No. 1 Exhibit "A"


T.11N. R.1E. M.D.B. & M.
19-39
34
1" = 1200'
N
CO. RD. 92-B
SPRING
WILLOW
CR.
1
30
632 AC.
2
480 AC.
29
CO.
94
RD.
CO.
RD.
93-A
RD.
CO.
CREEK
3
160 AC.
39/1
CO. RD. 15
40
6
318.4 AC.
8
160 AC.
15
240.89 AC.
CO. RD. 15-B
31
32
SMITH
9
11
12

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-53

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

Louis R. Moretto, Mary E. Moretto
P.O. Box 305, Dunnigan
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #47 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

STATE OF CALIFORNIA
COUNTY OF YOLO on June 29th, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Louis R. Moretto, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

OWNER(S)

Louis R Moretto

Mona E Moretto

OFFICIAL SEAL
DELBERT R. HUNT
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires May 28, 1973

Delbert R Hunt
Delbert R. Hunt

P. O. Box 51, Dunnigan, Calif. 95937

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA
COUNTY OF YOLO } ss

Micro Fiched

ON JUNE 29th, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MONA E. MORETTO, ONLY,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1972

Notary's Signature Evelynn J. Puett
Type or Print Notary's Name Evelynn J. Puett

GENERAL ACKNOWLEDGMENT
Form No. 16
(Rev. 8-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35592

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

LOUIS R. MORETTO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 28, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM – Assistant Secretary for the Company

Addition to Reserve No. 47 Exhibit "A"

Form No. 354

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, IN FEE AND LOUIS R. MORETTO AND MONA E. MORETTO, HUSBAND AND WIFE, AS JOINT TENANTS, AS CONTRACT PURCHASERS UNDER AN AGREEMENT OF SALE.

Micro Fiched

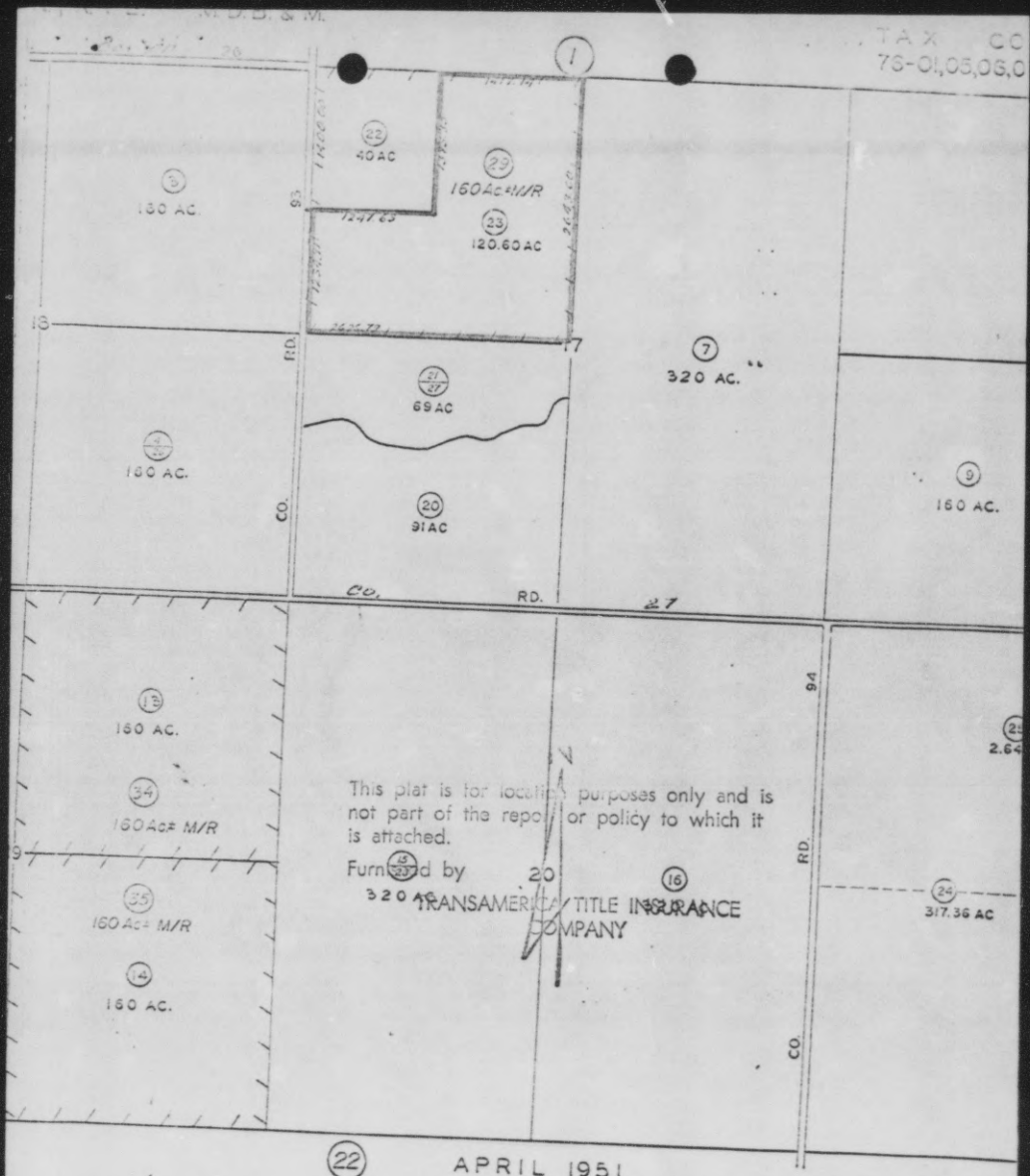
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

BEGINNING at a point on the West line of Section 17, Township 9, North, Range 1 East, M. D. B. & M., as shown on that record of Survey filed in Maps and Surveys, Book 8, Page 6, Yolo County Records, which point bears South 1400.00 feet from the Northwest corner of Section 17; thence North 89° 41' East 1247.63 feet; thence North 1393.35 feet to the North line of Section 17; thence along said North line North 89° 59' 20" East 1417.14 feet to an 8" x 8" corner fence post, the North one-quarter Section corner of said Section 17; thence along an occupied fence line, the North and South one-quarter line through Section 17, South 0° 36' 20" West, 2643.50 feet to the center of said Section; thence along an occupied fence line, the East and West one-quarter Section line through Section 17, North 89° 49' 40" West 2636.79 feet to the West line of Section 17; thence along said West line, North 1234.91 feet to the point of beginning.

TOGETHER with the right of way and easement for irrigation ditch purposes, 30 feet wide, lying equally 15.00 feet on each side of the following described centerline; BEGINNING at a point in the centerline of a Clear Lake Water Company canal right of way described in Book 339 of Official Records at Page 78, which point bears South 45.00 feet and South 89° 50' East 45.00 feet from the Northwest corner of Section 17, Township 9 North, Range 1 East, M. D. B. & M.; thence from said point of beginning South 1354.51 feet, parallel to and 45.00 feet at right angles East from the West line of Section 17, to the South line of Parcel "A" as designated on that certain Survey recorded in Book 8 of Maps and Surveys at Page 6.

PARCEL NO. ~~24-140-23~~ 40-090-07 CODE AREA 87-067



Micro Fiched

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-54

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Doris I. Keaton, Richard J. Keaton, Russell L. Keaton, and Doris I. Keaton as guardian of the person and estate of Sally Ann Keaton, a Minor

P.O. Box 202 Dunnigan Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
Doris I. Keaton, Individually

_____
Richard J. Keaton

_____
Russell L. Keaton

_____
Doris I. Keaton, Guardian of the person and estate of Sally Ann Keaton, A Minor

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

Micro Fiched

On this 30th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Doris I. Keaton, Individually, Richard J. Keaton, Russell L. Keaton, and Doris I. Keaton, Guardian of the person and estate of Sally Ann Keaton, A Minor known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC – CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25910

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64054-A Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RUSSELL MILLSAP
ATTORNEY at LAW

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Grotup Secretary

CLTA GUARANTEE FACE PAGE-1967

Addition to Reserve No. 64 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64064-A Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

LIFE ESTATE IN Doris I. Keaton, with remainder over to Richard J. Keaton, Russell L. Keaton, and Sally Ann Keaton, in equal shares, as to an undivided ½ interest; and Doris I. Keaton, as to an undivided ½ interest.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lot 5, Block U, Lots 2, 3, 4, 5, 6 and 7, Block T. Lots 1, 2, 3, 4, 9, 10, 50, 51, 52, 53, Block V, the West 73 feet of Lot 8, Block V, Yolo Hardwood Company's Subdivision No. 3, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 14, 1910, in Book 2 of Maps, at page 23.

All that portion of Lot 50½ of Block V, Yolo Hardwood Company's Subdivision No. 3, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on February 14, 1910, in Book 2 of Maps at page 23, described as follows:
COMMENCING at the Northeast corner of Lot 50½ of said Block "V", and running thence West along the North line of said Lot 50½, a distance of 100 feet to a point; thence South along a line parallel to the East lineof said Lot 50½, a distance of 330 feet more or less, to the North bank of Buckeye Creek; thence following the North bank of Buckeye Creek in a Southeasterly direction to the South line of Lot 50½ in said Block "V"; thence East along the South line of said Lot 50½, a distance of 40 feet more of less, to the Southeast corner of said Lot 50½ in said Block "V"; thence North along the East line of said Lot 50½ in said Block "V" a distance of 435.6 feet more or less, to the point of beginning.

Lots 1,2, 3, 4, 5, 6, 7, 8, 44, 45,46, 47, 48, 49, 50, 51, Block W, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, Block X, Yolo Hardwood Company's Subdividion No. 3, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 14, 1910, in Book 2 of Maps, at page 23.

All of the Southeast quarter (SE¼) of Section Twenty-six (26), Township Twelve (12) North, Range One (1) West, lying North of the North Bank of

continued

CONTINUED: # 64064-A

Bird Creek and Northeast of the Southern Pacific Railroad Right of Way, containing 67.46 acres, more orless.

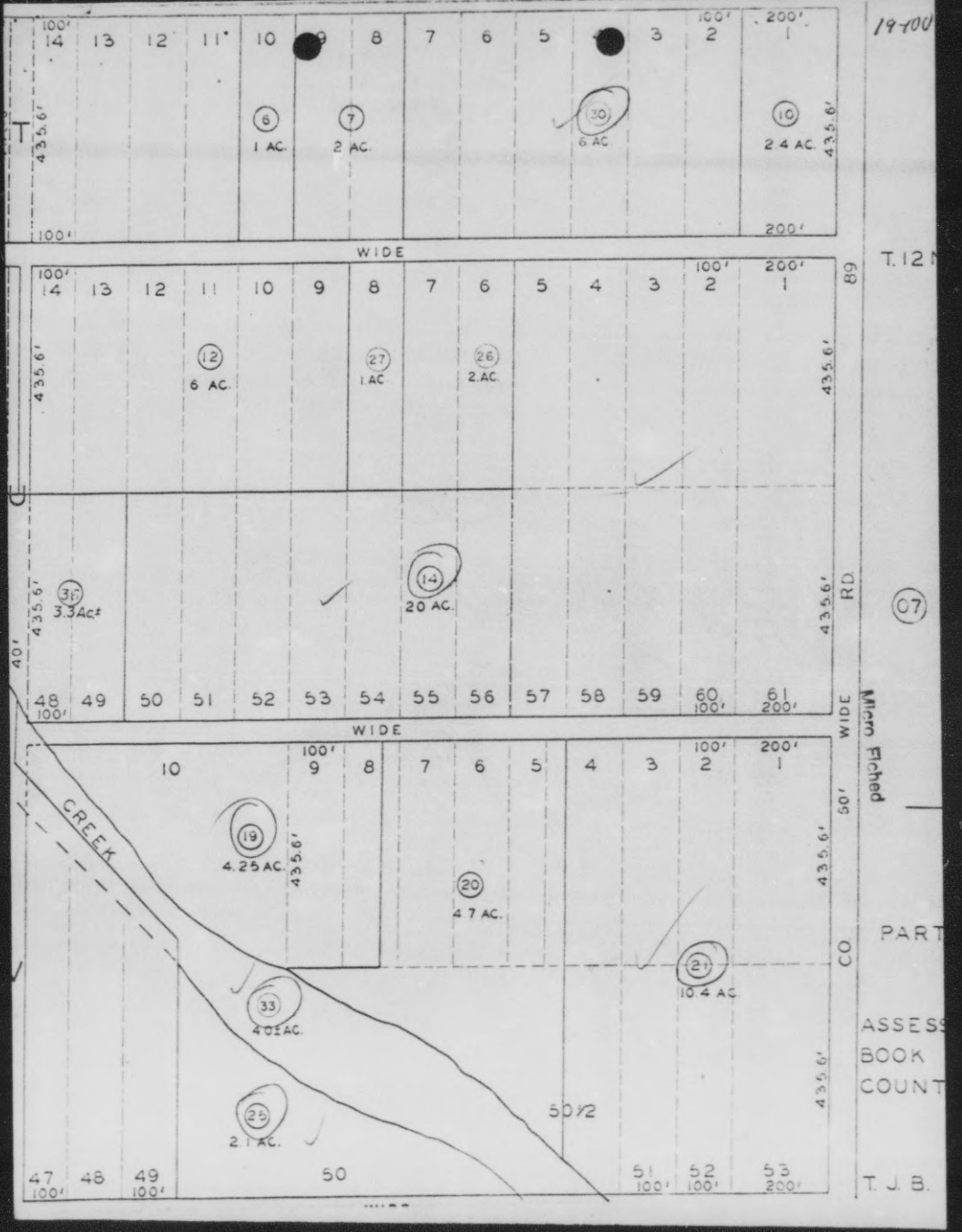
Lots 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 28, 29, 30, 47, 48, 49, 50, 51, 52, Yolo Hardwood Company's SubdivisionNo. 4, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on August 16, 1915, in Book 3 of Maps, at page 31.

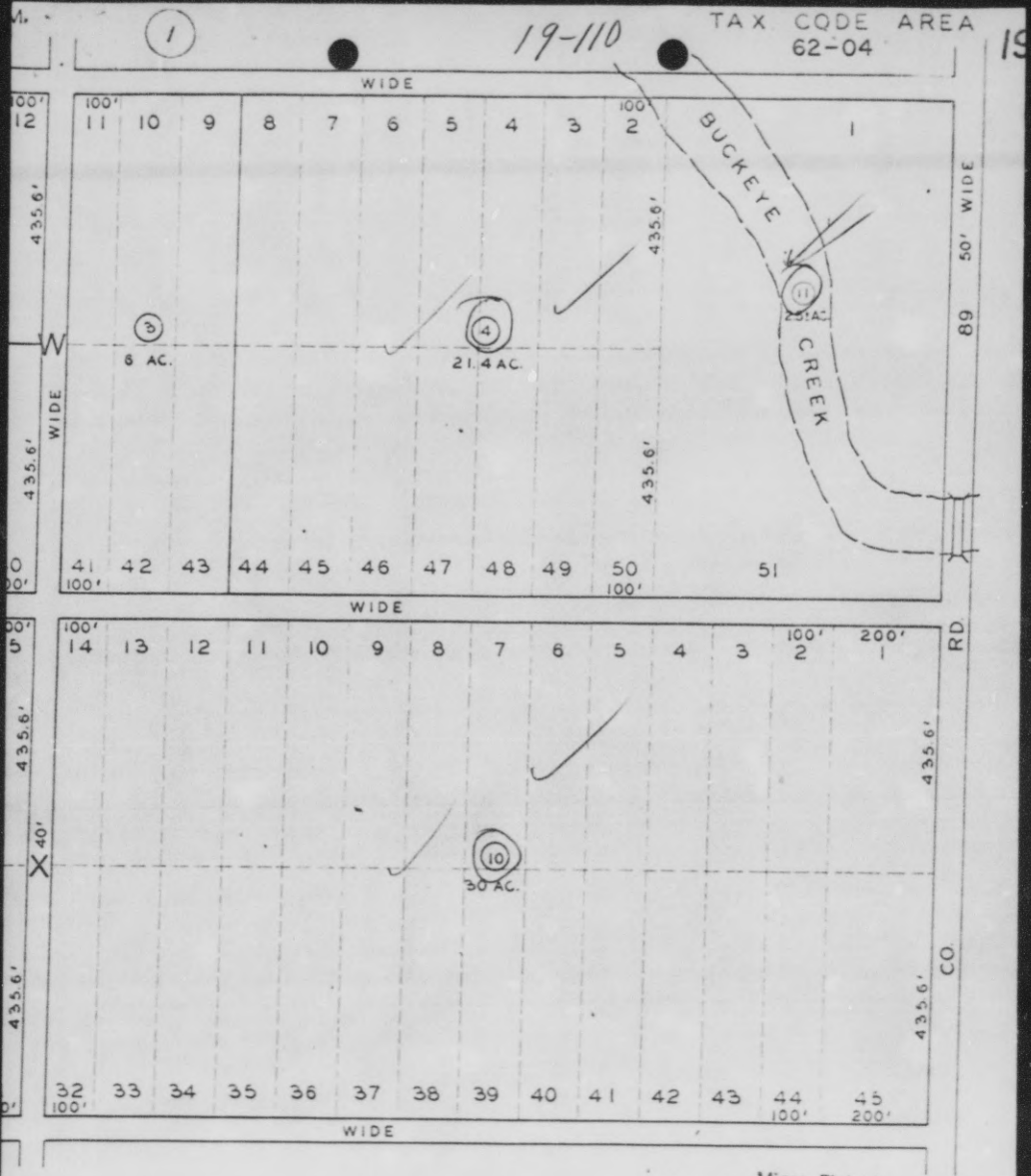
PARCEL 2: Lots 1,2, 3, 4, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 61, Block U, Yolo Hardwood Company's Subdivision No. 3, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 14, 1910, in Book 2 of Maps, at page 23. Micro Fiched

PARCEL 3: (a)All that portion of Buckeye Creek as shown on the official map of Yolo Hardwood Co's Subdivision No. 3, filed for record in the office of the Recorder of Yolo County, in Book 2 of Maps at page 23, lying between the East boundary of Block "W" of said subdivision and the Northerly extension of the east boundary of Lot 49 of Block "V" of said Subdivision.

(b) All that portion of Buckeye Creek northeast of the center line of said Creek as shown on the official map of Yolo Hardwood Co.'s Subdivision No. 3, filed for record in the office of the Yolo County Recorder in Book 2 of Maps, at page 23, lying between the Northerly extension of the East Boundary of Lot 49 of Block "V" of said subdivision and the center line of the road running between Lots 47 and 48 of Block "U" and Lots 10 and 11 of Block "V" of said subdivision.

NOTE: This Property Search Guarantee is limited to the above described property which is Assessor's Parcel Nos. 19-100-14, 19-100-19, 19-100-21, 19-100-25, 19-100-30, 19-100-33, 19-110-04,19-110-10 19-650-12, 19-650-17, 19-650-18, 19-650-24, 19-650-25, 19-110-11, for the tax year 1970-71.


19400
T. 12 N
T
U
14 13 12 11 10 9 8 7 6 5 4 3 2 1
100'
200'
435.6'
WIDE
6
1 AC.
7
2 AC.
30
6 AC.
10
2.4 AC.
12
6 AC.
27
1 AC.
26
2.AC.
89
31
3.3Ac±
14
20 AC.
RD
07
40'
48 49 50 51 52 53 54 55 56 57 58 59 60 61
CREEK
19
4.25 AC.
20
4.7 AC.
21
10.4 AC.
33
40±AC.
24
2.1 AC.
50 1/2
47 48 49 50 51 52 53
50'
CO
Micro Etched
PART
ASSESS
BOOK
COUNT
T. J. B.



Micro Fiched
Assessor's Map Bk 19
County of Yolo, Ca

1-7

NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JULY 1950

POR. N.E. ¼ SEC. 27, SEC. 26, POR. SEC. 25, T.12N., R.1W., M.D.B.& M
Micro Fiched
23
NO.
90-B
CO. RD.
7
101.98Ac±
8
40.32Ac±
9
40Ac±
17
40Ac±
10
10Ac±
7-A
91-A
18
83.28Ac±
11
70.16Ac±
25
40Ac±
12
60.83Ac±
24
14.34Ac±
Bird
25
26
23
59.51Ac±
20
34.84Ac±
8-A
22
69.63Ac±
21
34.50Ac±
14
5
99W
66
Hardwood Co. Subd. No. 4
(formerly por. 19-24)
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CERTIFIED COPY

Name, Address and Telephone No. of Attorney(s)

Russell Millsap
Attorney At Law
P. O. Box 387
Woodland, California 95695
Telephone: 662-9143 Area 916

Space Below for Use of Court Clerk Only

FILED
JUN 30 1971
LAURENCE P. HENIGAN, Clerk
By ROBIN HOLLER Deputy

Attorney(s) for Guardian

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Guardianship of the * Estate of

SALLY ANN KEATON, ** A Minor

No. 12609

LETTERS OF GUARDIANSHIP

Micro Fiched

State of California, County of Yolo:

Doris I. Keaton

is (is/are) hereby appointed guardian of the * estate of the above named ** minor.

Witness, LAURENCE P. HENIGAN, clerk of the above entitled court, with the seal of the court affixed.

Dated June 30, 1971
(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk
By ROBIN HOLLER Deputy Clerk

* Insert where applicable: person and estate
** Insert as case may be: minor, incompetent

DECLARATION

I will perform according to law the duties of guardian of the * estate of the above named ** minor.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 30, 1971, at Woodland, California.

s/Doris I. Keaton

Doris I. Keaton

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

LAURENCE P. HENIGAN, Clerk

(SEAL)

By Robin Holler Deputy Clerk

SUPERIOR COURT COUNTY

Form approved by the Judicial Council of California. 10-57. LETTERS OF GUARDIANSHIP Prob. C. Secs. 1480, 1481; C.C.P. Secs. 1913, 2015.5; etc.

AGREEMENT NO. 72-55

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between ROY T. GLADNEY and DOROTHY I. GLADNEY c/o RODEGERDTS, MEANS, NORTHUP & ESTEY P.O. Box 610, Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #35 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ray T. Gladney

Dorothy D. Gladney

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 29, 19 71, before me the undersigned NOTARY PUBLIC in and for the County of Yolo, personally appeared ROY T. GLADNEY and DOROTHY I. GLADNEY, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of June, 19 71.

Wanda L. Skellchock
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35538

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ROY T. GLADNEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 23, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM – Assistant Secretary for the Company

Addition to Preserve No. 35

Exhibit "A"

Form No. 334

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

ROY T. GLADNEY AND DOROTHY I. GLADNEY,

HIS WIFE, AS JOINT TENANTS

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

Lot 9, as shown on the map of Barnes Tract, filed for record in the Office of the Yolo County Recorder on March 31, 1894 in book 1 of maps, at page 42.

Together with a strip or tract of land 100 feet wide, lying equally on each side of the located center line of the Southern Pacific Railroad Company's (formerly Clear Lake Division of the Northern Railway Company's) railroad where the same is located through the tract of land formerly owned by E.K. Barnes and being more particularly described as follows: Commencing for the same at a point on the center line of the said Railroad where said center line intersects the Southerly boundary of said tract at or near Engineer's Station 1091+94.9 of said center line and running thence Northwesterly along said center line of said railroad embracing a strip of land 50 feet wide on each side of said center line to the Northerly boundary line of said tract of land at or near Engineer's Station 1109+40 of said center line, a distance of 1745.1 feet, more or less, and containing an area of 4 acres of land, more or less, being all of the land conveyed by deed from the Capay Valley Land Company to the Northern Railway Company, dated November 30, 1888 and recorded December 3, 1888 in book 44 of Deeds at page 137.

Excepting from said Lot 9, the following described property: All that certain parcel of land which is a portion of lot 9 of the Barns Tract as shown in book 1 of maps at page 42 in the Office of the Recorder of Yolo County, said parcel is bounded on the West by the former 100 foot wide Rail Road right of way; bounded on the North by the North line of Lot 9; bounded on the East by the center line of Cache Creek and bounded on the South by the center line of proposed 30 foot wide road as shown in map book 1 at page 42 and being more particularly described as follows:

Beginning at a point on the Easterly right of way line of the former 100 foot wide Rail Road right of way, said point also being the Northwesterly corner of lot 9 of the Barns Tract; thence from said point of beginning

...SEE FOLLOWING PAGE...

Form No. 13.1

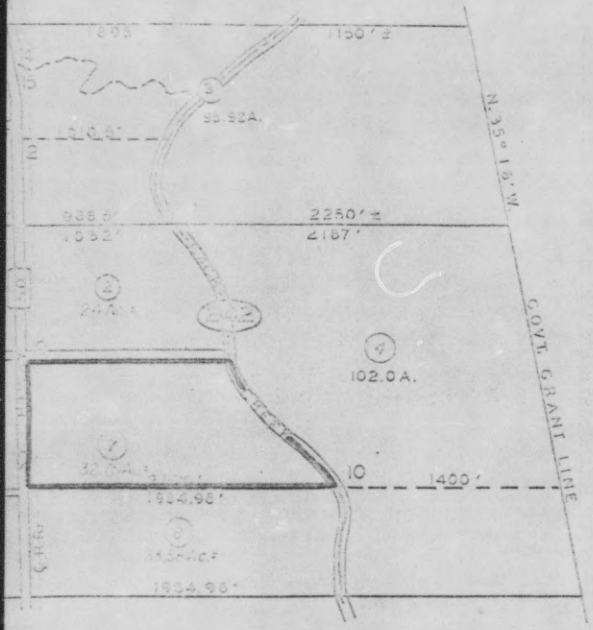
DESCRIPTION: (continued)

South 25°45' East along said Easterly right of way line 809.77 feet more or less to the center line of a proposed 30 foot wide road right of way; thence North 66°40' East along said center line 1475.9 feet more or less to the center of Cache Creek; thence Northwesterly along the center line of Cache Creek to the Northerly line of lot 9; thence South 66°40' West along said Northerly line 1027 feet more or less to the point of beginning.

PARCEL NO. 18-242-07 CODE AREA 63-040

Micro Fiched

Micro Fiched



This plat is for location purposes only and is not part of the report or policy to which it is attached.

Furnished by

TRANSAMERICA TITLE INSURANCE COMPANY

Assessor's Map Bk. 18, Pg. 24
County of Yolo, Calif.

(1) E-Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35582

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ROY T. GLADNEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 23, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Pollum

by W.H. POLLUM — Assistant Secretary for the Company

Addition to Preserve No. 35

Form No. 354

CLTA Guarantee
Form No. 15 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

ROY T. GLADNEY AND DOROTHY I. GLADNEY,

HIS WIFE, AS JOINT TENANTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

Micro Fiched

PARCEL ONE:

Block 12; Warehouse Blocks 1 and 2; Subdivision A,B, and C of Block 11; all as shown on the official map of Cashmere Colony Tract, filed for record in the office of the Yolo County Recorder on July 13, 1892 in book 1 of maps at page 11.

PARCEL TWO:

All of the lots lettered B.C.D.E.F.G. and H., of the C.Y. Hamilton's Subdivision of Lot 10 of the Cashmere Colony Tract, as shown on the Official Map thereof, filed for record in the office of the Yolo County Recorder on April 29, 1895 in book 1 of maps, at page 42.

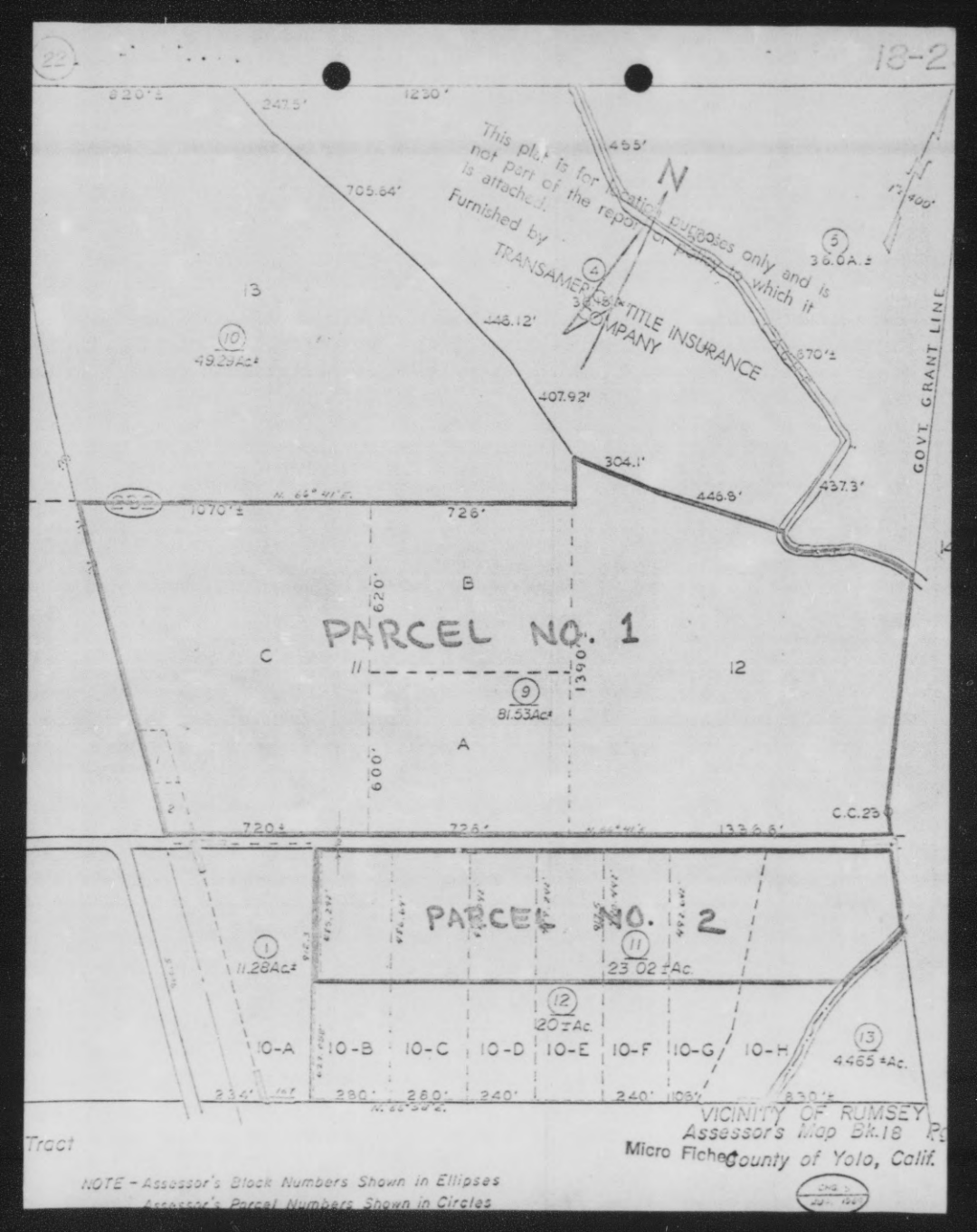
EXCEPTING THEREFROM :

That portion of Lots B,C,D,E,F,G, and H, of C.Y. Hamilton Subdivision of Lot 10 of Cashmere Colony Tract being the South 427.058 feet of said lots measured along the West line of Lot B containing approximately 20 acres, more or less, as set forth on the map filed in book 1, page 42, on April 29, 1895 in the County Recorder's Office of Yolo County, State of California.

PARCEL NO. ONE 18-232-09
PARCEL NO. TWO 18-232-11

CODE AREA 63-041

Form No. 351.1


18-2
22
820'±
247.5'
1250'
This plat is for location purposes only and is not part of the report of title to which it is attached.
Furnished by TRANSAMERICA TITLE INSURANCE COMPANY
N
455'
705.64'
400'
5
36.6A.±
4
36.48A.±
13
10
49.29Ac±
448.12'
670'±
407.92'
304.1'
446.8'
437.3'
GOVT. GRANT LINE
252
N. 65° 41' E.
1070'±
726'
620'
B
PARCEL NO. 1
C
11
1390'
12
9
81.53Ac±
A
600'
C.C.23
720±
726'
N. 66° 34' E.
1336.6'
PARCEL NO. 2
1
11.28Ac±
11
23.02±Ac.
12
20±Ac.
10-A
10-B
10-C
10-D
10-E
10-F
10-G
10-H
13
4.465±Ac.
234'
280'
280'
240'
240'
108'
830'±
N. 66° 34' E.
VICINITY OF RUMSEY
Assessor's Map Bk.18
Micro Fiche
County of Yolo, Calif.
Tract
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-56

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Freda M. Leonard, Individually, and Freda M. Leonard as executrix of the estate of Louie L. Leonard, deceased

Route 2, Box 490 Woodland, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #6 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
Freda M. Leonard

Freda M. Leonard, Individually

_____
Freda M. Leonard

Freda M. Leonard, as executrix of the estate of Louie L. Leonard, deceased

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

On this 30th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Freda M. Leonard, individually and Freda M. Leonard, as the executrix of the estate of Louie L. Leonard, deceased

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25915

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64065-C Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

Russell Millsap, Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 8:00 a.m., in the County of Yolo

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Gonzo Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 6 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64065-C Effective Date: June 7, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Freda M. Leonard and The heirs or devisees of Louie L. Leonard, deceased, subject to the further administration of said decedent, Yolo County Probate No. 12098.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lot 1, G. B. Eustis Subdivision according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on April 4, 1910, in Book 2 of Maps , at page 25.

EXCEPTING THEREFROM: The North 25 acres.

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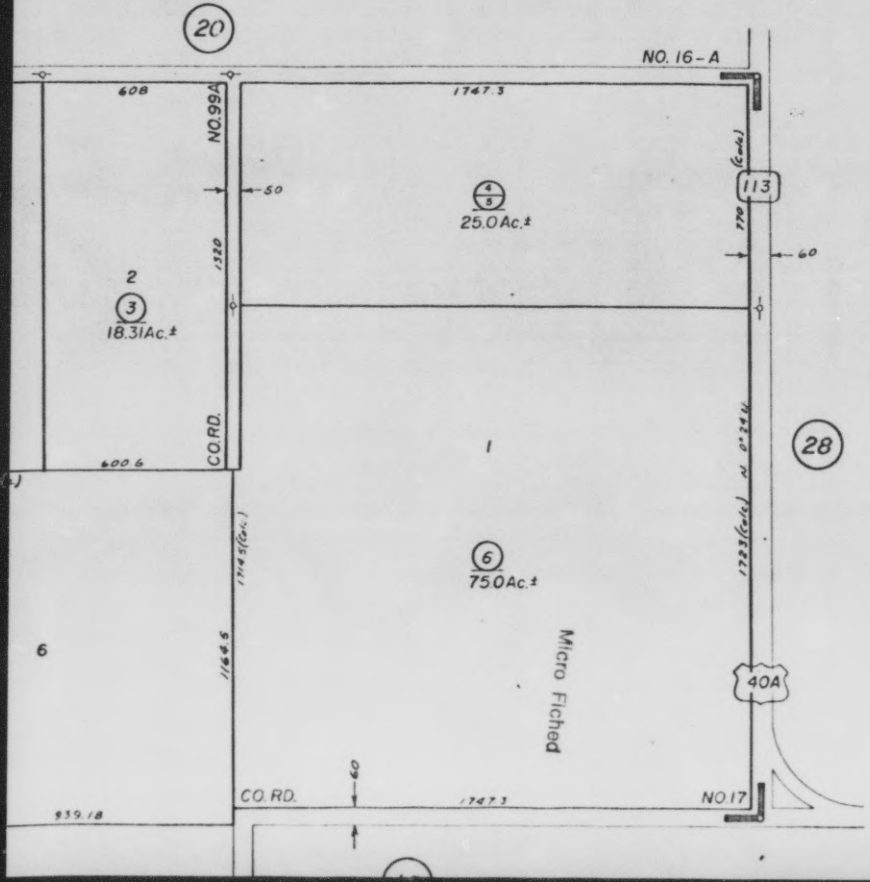
Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 27-240-06 for the tax year 1970-71.

27-24

...OR. RANCHO RIO JESUS MARIA
...5,6&7, T.ION., R.2E., M.D.B.&M.(PROJECTED)

Tax Area Code
71-05



1"= 400

CERTIFIED COPY

Name, Address and Telephone No. of Attorney(s)

MILLSAP and HOPPIN
Attorneys at Law
P. O Box 387
Woodland, California 95695

Telephone: 662-9143

Attorney(s) for Executrix

Space Below For Use of Court Clerk Only

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By CAROLE WALLACE Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Micro Fiched

Estate of
LOUIE LENEAL LEONARD, also known as LOUIE L. LEONARD, also known as LOUIE LEONARD, also known as L. L. LEONARD, Deceased

No. 12098

LETTERS TESTAMENTARY

State of California, County of Yolo :

The last will of the above named decedent having been proved in the above entitled court,

FREDA M. LEONARD

who is (is/are) named therein as such, is (is/are) hereby appointed executrix thereof.

Witness, Laurence P. Henigan, clerk of the above entitled court, with the seal of the court affixed.

Dated Nov. 17, 1969

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By CAROLE WALLACE
Deputy Clerk

DECLARATION

I will perform according to law the duties of executrix of the last will of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 17, 1969, at Woodland, California

Freda M. Leonard.
FREDA M. LEONARD
Executrix

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

(SEAL)

LAURENCE P. HENIGAN, Clerk

By Robin Hollen
Deputy Clerk

Form approved by the Judicial Council of California, Rev. 10-57

LETTERS TESTAMENTARY

Prob. C. Secs 501, 540; C.C.P. Secs. 1923, 2015.5, etc.

AGREEMENT NO. 72-57

Recorded Filed FEB 3 1972
LAWRENCE D. HENIGAN, Clerk
By CARLA GARCIA, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Ireda M. Leonard, Individually, and Ireda M. Leonard as executrix of the estate of Louie L. Leonard, deceased

Route 2 Box 490 Woodland Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Freda M. Leonard

Freda M. Leonard, Individually

Freda M. Leonard

Freda M. Leonard, executrix of the estate of Louie L. Leonard, deceased

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California)
) ss.
County of Yolo)

On this 30th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Freda M. Leonard, Individually, and Freda M. Leonard as executris of the estate of Louie L. Leonard, deceased known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC – CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25913

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64065-A Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

Micro Fiched

Russell Millsap, Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 8:00 a.m., in the County of Yolo

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By J. W. Gorman Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 64 / Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64065-A **Effective Date:** June 7, 1971 at 8:00 am

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo **County, California, and the indices of the County Recorder of said County subsequent to** March 1, 1970 **, with respect to the name(s) of**

Freda M. Leonard and the heirs or devisees of Louie L. Leonard, deceased, subject to the further administration of said decedent Yolo County Probate No. 12098.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southwest Quarter ; the West Half of the Southeast Quarterof Section 23, Township 12 North, Range 1 West, M. D. B. & M.

PARCEL 2: The east Half of the Southeast Quarter of Section 22, Township 12 North, Range 1 West, M. D. B. & M.

EXCEPTING THEREFROM the following:

(a) All that portion thereof, conveyed by J. B. Pockman and James M. Pockman, to Northern Railway Company, a corporation, by deed dated June 9, 1875, recorded July 9, 1875, in Book S of Deeds, page 277, containing 2.16 acres, more or less.

(b) That portion conveyed to H. R. LaFond and Fern I. LaFond, et al., by deed dated April 6, 1959, recorded April 14, 1959, in Book 569 of Official Records, page 447, described as follows: A portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 12 North, Range 1 West, M. D. B. & M., more particularly described as follows: BEGINNING at the southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Said Section 22, said point being marked by an iron monument with a 2" diameter driving head, thence from said point of beginning, North 0 deg. 18' 00" West, 860.53 feet to a point on the right of way line common to State Highway 99W and the Southern Pacific Railroad, said point bears South 0 deg. 18' 00" East 1753.46 feet, from an iron monument marking the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 22; thence South 39 deg. 25' 00" East on and along the right of way line common to said Highway 99W and the Southern Pacific Railroad 1111.90 feet to a point on the South line of said Section 22; thence onand along said south line of Section 22, South 89 deg. 52' 33" West 701.50 feet to the point of beginning, containing 6.929 acres, more or less.

continued

PARCEL 3: (a) All that portion of the North ½ of the Northwest ¼ of Section 26, Township 12 North, Range 1 West lying Easterly of a line described as :

BEGINNING at a point located North 0 deg. 47' 35" West, 1305.35 feet along the west line of said Section 26, and South 89 deg. 56' 20" East 1347.13 feet along the South line of the Northwest ¼ of the Northwest ¼ of said Section 26, from an iron pipe monument marking the West ¼ corner of Section 26, Township 12 North, Range 1 West, M. D. B. & M., as said quarter corner is shown on that certain Record of Survey filed on September 2, 1965, in Book 9 of Maps and Surveys, at page 111, Yolo County Records; thence from said point of beginning, North 1 deg. 42' 56" West 1311.28 feet to a ~~point in~~ punch marked the North line of said Section 26.

PARCEL 4: (b) The Southwest Quarter; the Southeast Quarter of the Northwest Quarter; and the Southwest Quarter of the Northwest Quarter of Section 26, Township 12 North, Range 1 West, M. D. B. & M.

EXCEPTING THEREFROM the following:

(1) That portion thereof, conveyed to W. J. Clark to Northern Railway, a corporation, by deed dated September 22, 1875, recorded September 23, 1875, in Book S of Deeds, page 580, containing 8.05 acres, more or less.

(2) That portion thereto conveyed to the State of California by deed dated January 25, 1949, recorded April 18, 1959, in Book 301 of Official Records, page 59, containing 9.52 acres, more or less.

(3) A portion of Section 26, Township 12 North, Range 1 West, M. D. B. & M., described as follows: BEGINNING at a point in the Westerly line of said Section 26, from which the ¼ corner common to Sections 26 and 27, Township 12 North, Range 1 West, bears South 0 deg. 52' 50" East 929.99 feet distant, said point being also located North 50 deg. 59' 08" East 725.20 feet from Engineer's Station "C11" 529+59.70 of the base line of the State of California, Division of Highways survey for Road 111 Yol 5; thence from said point of beginning, North 0 deg. 52' 50" West 375.54 feet along the Westerly line of said Section 26, to a one and one-half inch iron pipe monument marking the Northwest corner of the Southwest ¼ of the Northwest ¼ of said Section 26; thence leaving said Section line, North 89 deg. 58' 06" East 326.15 feet along the Northerly line ofsaid Southwest ¼, thence South 27 deg. 21' 04" East 102.01 feet; thence South 14 deg. 06' 53" West 25.00 feet; thence South 50 deg. 59' 08" West 270.00 feet; thence South 59 deg. 01' 41" West 176.54 feet to the point of beginning, containing 2.099 acres of land, more or less.

(4) That portion of the following described parcel lying within the Southwest ¼ of the Northwest ¼ of Section 26, Township 12 North, Range 1 West, M. D. B. & M., to wit: BEGINNING at a one and one-half inch capped iron pipe monument marking the one-quarter corner between said Sections 26 and 27; thence from said point of beginning North 89 deg. 47' 07" West, along the South line of the Northeast ¼ of said Section 27, a distance of 5.77 feet; thence North 34 deg. 08' 23" West 7.18 feet to a point located North 50 deg. 59' 08" East 147.07 feet from Engineer's Station "C1" 522+39.00 of the base line of the State of California, Division of Highways survey for Road 111 Yol 5; thence along the arc of a tangent curve to the right having a radius of 597 feet,

continued

said arc being subtended by a chord bearing North 10 deg. 25' 14" West 480.29 feet; thence leaving said curve, on a non-tangent line, North 19 deg. 09' 48" East 117.44 feet; thence North 13 deg. 17' 56" East 100.00 feet; thence North 29 deg. 46' 34" East 127.79 feet; thence North 44 deg. 50' 21" East 326.88 feet; thence North 50 deg. 59' 08" East 170.00 feet to a point located North 50 deg. 59' 08" East 1170 feet from Engineer's Station "C11" 528+65.00 of the aforesaid base line; thence North 87 deg. 51' 23" East 25.00 feet; thence, South 49deg. 22' 47" East 190.00 feet to a point in the Westerly right of way line of the existing State Highway; thence along said Westerly right of way line, South 39 deg. 36' 57" East 323.11 feet; thence, leaving said line, South 45 deg. 03' 24" West 1082.43 feet to the point of beginning.

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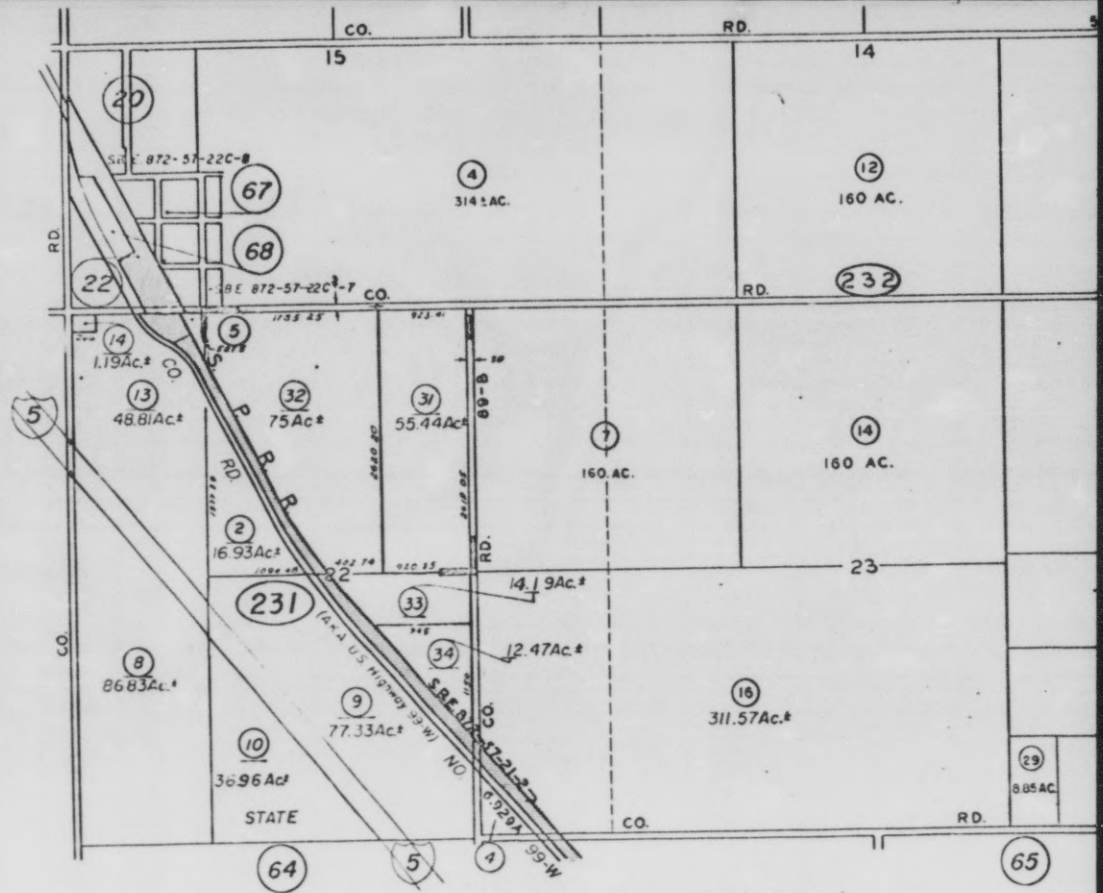
(5) That portion of the Southwest ¼ of Section 26, Township 12 North, Range 1 West, M. D. B. & M., lying within the following described boundaries: BEGINNING at a point distant South 62 deg. 18' 00" West 667.43 feet from the 1-½ inch iron pipe marking the South quarter corner of said Section 26, said point being also distant Southwesterly 114.00 feet, measured at right angles from the base line of the Department of Public Works' Survey on Road 03-Yol-5, from Post Mile 20.7 to Post Mile 28.9 at Engineer's Station "C11" 486+44.08; thence (1) from said point of beginning North 39 deg. 00' 52" West 1555.92 feet; thence (2) North 32 deg. 10' 18" West 100.72 feet; thence (3) North 39 deg. 00' 52" West 824.54 feet; thence (4) North 40 deg. 09' 37" West 799.56 feet to a point distant 117.99 feet, measured at right angles from said base line at Engineer's Station "C11" 519+23.94; thence (5) North 01 deg. 03' 35" East 411.72 feet; thence (6) South 34 deg. 08' 23" East 389.18 feet; thence (7) South 39 deg. 00' 52" East 945.28 feet; thence (8) South 40 deg. 09' 37" East 600.12 feet; thence (9) South 40 deg. 09' 46" East 298.66 feet; thence (10) from a tangent that bears South 40 deg. 09' 37" East along a curve to the left with a radius of 2933.00 feet, through an angle of 17 deg. 27' 30" an arc distance of 893.70 feet; thence (11) South 57 deg. 37' 07" East 500.00 feet; thence (12) from a tangent that bears South 57 deg. 37' 12" East along a curve to the right with a radius of 2067,00 feet; through an angle of 28 deg. 24' 49", an arc length of 1025.05 feet; thence (13) North 71 deg. 29' 28" West 1184.32 feet to the point of beginning.

EXCEPTING therefrom: That portion lying Southwesterly of the Northeasterly line of that portion conveyed from W. J. Clark to Northern Railway, a corporation, by deed dated September 22, 1875, recorded September 23, 1875, in Book S of Deeds, page 580.

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 19-232-16 and 19-650-07 for the tax year 1970-71.



M. & S. Bk. 9, Pg. 135 - Por. Sec. 22, T.12 N., R.1W., M.D.B. & M.

NOTE - Assessor's
Assessors

JULY 1950

POR. N.E. 1/4 SEC. 27, SEC. 26, POR. SEC. 25,
Micro Fiched
99W
89-B
CO.
RD.
NO.
22 | 23
27 | 26
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3
42.76Ac±
6
39.3Ac±
1.61Ac±
1/16 COR.
29
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16
10.43Ac±
Eng. Sta. C11-523+59.70
1/4 COR
ST. COOR - 434,148.162
2,014,048.958
64
7
101.98Ac±
SEE BK. 87-27-2
SEE BOOK 93
26
83.69Ac±
Creek
Bird
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59.51Ac±
90-C
8-A
22
69.63Ac±

CERTIFIED COPY

Name, Address and Telephone No. of Attorney(s)

MILLSAP and HOPPIN
Attorneys at Law
P. O Box 387
Woodland, California 95695

Telephone: 662-9143

Attorney(s) for Executrix

Space Below for Use of Court Clerk Only

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By CAROLE WALLACE Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Micro Fiched

Estate of
LOUIE LENEAL LEONARD, also known as LOUIE L. LEONARD, also also known as LOUIE LEONARD, also known as L. L. LEONARD, Deceased.

No. 12098

LETTERS TESTAMENTARY

State of California. County of Yolo:

The last will of the above named decedent having been proved in the above entitled court,

FREDA M. LEONARD,

who is (is/are) named therein as such, is (is/are) hereby appointed executrix thereof.

Witness, Laurence P. Henigan, clerk of the above entitled court, with the seal of the court affixed.

Dated Nov. 17, 1969

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By CAROLE WALLACE Deputy Clerk

DECLARATION

I will perform according to law the duties of executrix of the last will of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 17, 1969, at Woodland, California.

Freda M. Leonard
FREDA M. LEONARD
Executrix

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

(SEAL)

LAURENCE P. HENIGAN, Clerk

By Robin Hallen, Deputy Clerk

COUNTY C

AGREEMENT NO. 72-58

Recorded Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Freda M. Leonard, Individually and Freda M. Leonard as executrix of the estate of Louie L. Leonard, deceased

Route 2, Box 490 Woodland, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #51 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Freda M. Leonard

Freda M. Leonard, Individually

Freda M. Leonard

Freda M. Leonard, as executrix of the estate of Louie L. Leonard, deceased

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California)
) ss.
County of Yolo)

On this 30th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein duly commissioned and sworn, personally appeared Freda M. Leonard, Individually, and Freda M. Leonard as executrix of the estate of Louie L. Leonard, deceased

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25914

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64065-B Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Russell Millsap, Attorney at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 8:00 a.m. , in the County of Yolo

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE-1967

Addition to Reserve No. 51 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64065-B Effective Date: June 7, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo **County, California, and the indices of the County Recorder of said County subsequent to** March 1, 1970 **, with respect to the name(s) of**

Freda M. Leonard and The heirs or devisees of Louie L. Leonard, deceased, subject to the further administration of said decedent, Yolo County Probate No. 12098.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Parcel 1 and Lots 7, 9, 10, 11, T. F. Laugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps and Surveys, page 43. Containing 464.075 acres, more of less.

EXCEPTING THEREFROM the following two parcels:

(a) A portion of Section 26 and 27, Township 11 North, Range 2 East, and more particularly described as follows:

BEGINNING at a concrete monument marking the corner common to Sections 26, 27, 34 and 35, as shown on the T. F. Laugenour Estate Lands, filed in Map and Surveys Book 4, page 43, filed in the office of the Recorder of Yolo County, and running thence from said point of beginning, South 89 deg. 58' West 30.00 feet, more or less, thence North 0 deg. 01' West 239.49, feet, more or less to a point on the centerline of Reclamation District No. 730, Levee Right of Way, thence along said centerline South 86 deg. 01' East 60.16 feet, thence South 0 deg. 01' East 235.23 feet, more or less, thence South 89 deg. 58' West, 30.00 feet, more or less to the point of beginning and containing a gross acreage of 0.326 acres of land.

(b) A portion of Sections 26, 27, 34 and 35, Township 11 North, Range 2 East, M. D. B. & M., and more particularly described as follows:

BEGINNING at a 3/4" x 60" iron pipe monument marking the corner common to Sections 34 and 35, Township 11 North, Range 2 East, and Sections 2 and 3, Township 10 North, Range 2 East, as shown on the map of T. F. Laugenour Estate Lands, filed in Map and Survey Book 4, page 43, in the office of the Recorder of Yolo County, and running thence from said point of beginning, North 89 deg. 44' West 50.00 feet, more or less, thence North 0 deg. 25' East, parallel to and 50.00 feet west of the west line of Section 35, 5341.54 feet to a point

continued

CONTINUED: #64065-B

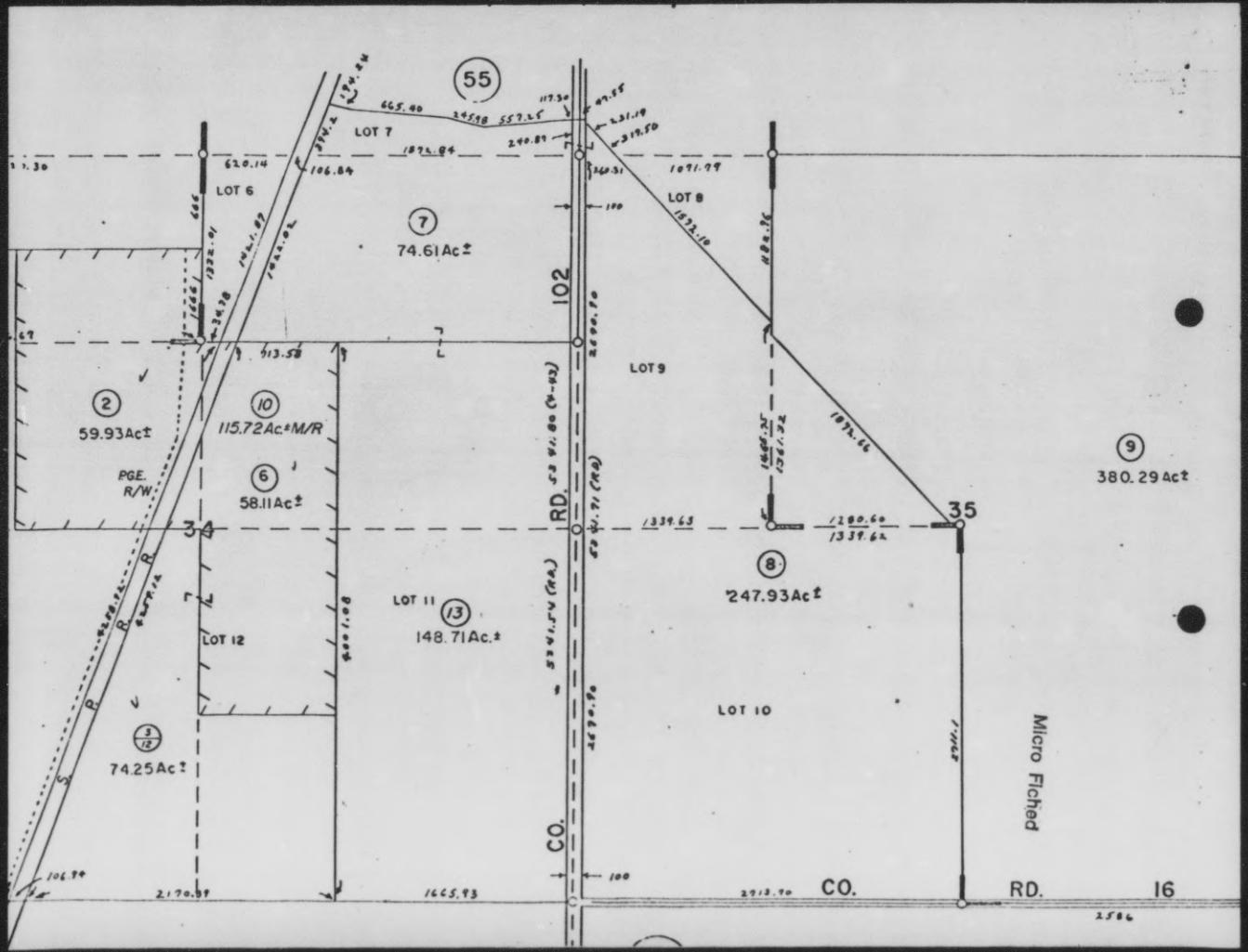
on the north line of Section 34, thence continuing parallel to the Section line North 0 deg. 01' West 240.87 feet, more of less, to a point on the centerline of Reclamation District 730 Levee, thence along said levee South 86 deg. 01' East 20.05 feet more or less, thence South 0 deg. 01' East 239.49 feet more or less, to a point on the south line of Section 27, thence north 89 deg. 58' East 60.00 feet more or less along said line, thence North 0 deg. 01' West 235.23 feet, more or less to a point on the centerline of Reclamation District Levee No. 730, thence South 86 deg. 01' East 17.48 feet, more or less, along said levee, thence continuing along said levee South 42 deg. 05' East, 3.83 feet more or less, thence South 0 deg. 01' East, on a line parallel to and 50.00 feet east of the east line of Section 27, 231.19 feet to a point on the south line of Section 26, thence continuing parallel to said Section line, South 0 deg. 25' West, 5341.71 feet to a point on the south line of Section 35, thence South 89 deg. 52' West 50.00 feet more or less, along said line to the point of beginning, and containing a gross acreage of 12.49 acres of land.

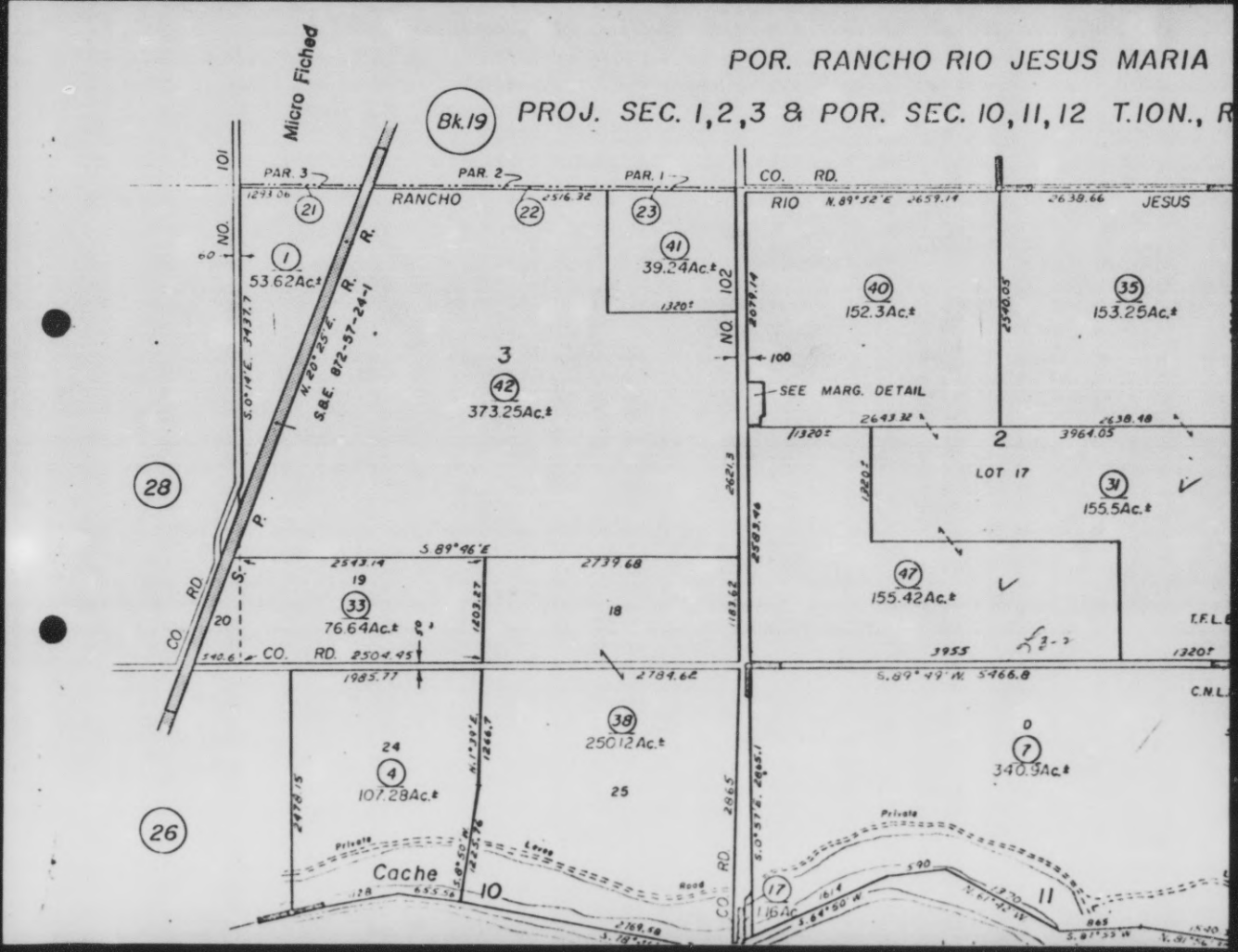
Micro Fiched

PARCEL 2: A portion of the North half of Section 35, Township 11 North, Range 2 East, M. D. B. & M., and particularly described as follows:

BEGINNING at a very old fence corner which marks the Southwest corner of the East ½ of the Northwest Quarter of Section 35, and running thence North 0 deg. 07' 30" East, 1361.32 feet, more or less, along a very old fence line which marks the West boundary line of the East half of the Northwest Quarter of said Section 35, to a point on the Westerly toe of the Westerly levee of Reclamation District No. 730; thence in a Southeasterly direction following the meanders of the said Westerly toe of the levee, 1872.66 feet more or less, to a point on the Southerly boundary line of the North half of the said Section 35, which is marked by a very old fence; thence North 89 deg. 38' 30" West along the last mentioned fence line 1280.60 feet, more or less, to the point of beginning, containing 20.00 acres.

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 19-600-07, 19-600-08, 19-600-13 and 27-020-23 for the tax year 1970-71.


55
LOT 7
LOT 6
7
74.61 Ac±
102
LOT 8
LOT 9
2
59.93 Ac±
10
115.72 Ac± M/R
PGE.
R/W.
6
58.11 Ac±
RD.
35
9
380.29 Ac±
8
247.93 Ac±
LOT 11
13
148.71 Ac.±
LOT 12
LOT 10
3
12
74.25 Ac±
CO.
RD.
16
Micro Fiched


POR. RANCHO RIO JESUS MARIA
PROJ. SEC. 1,2,3 & POR. SEC. 10, 11, 12 T.ION., R
Micro Fiched
Bk.19
PAR. 3
PAR. 2
PAR. 1
CO. RD.
RANCHO
RIO
JESUS
53.62Ac.±
39.24Ac.±
373.25Ac.±
152.3Ac.±
153.25Ac.±
155.5Ac.±
155.42Ac.±
76.64Ac.±
250.12Ac.±
107.28Ac.±
340.9Ac.±
SEE MARG. DETAIL
LOT 17
S.B.C. 872-57-24-1
S. 89° 46' E
S. 89° 49' W.
CO. RD.
Cache
Private
Road
C.N.L.
T.F.L.E.

CERTIFIED COPY

Name, Address and Telephone No. of Attorney(s)

MILLSAP and HOPPIN
Attorneys at Law
P. O Box 387
Woodland, California 95695

Telephone: 662-9143

Attorney(s) for Executrix

Space Below for Use of Court Clerk Only

FILED
NOV 17 1969
LAURENCE P. HENIGAN, Clerk
By CAROLE WALLACE
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of
LOUIE LENEAL LEONARD, also known as LOUIE L. LEONARD, also known as LOUIE LEONARD, also known as L. L. LEONARD, Deceased.

Micro Fiched

No. 12098

LETTERS TESTAMENTARY

State of California, County of Yolo:

The last will of the above named decedent having been proved in the above entitled court.

FREDA M. LEONARD

who is (is/are) named therein as such, is (is/are) hereby appointed executrix thereof.

Witness, Laurence P. Henigan, clerk of the above entitled court, with the seal of the court affixed.

Dated Nov. 17, 1969

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By CAROLE WALLACE
Deputy Clerk

DECLARATION

I will perform according to law the duties of executrix of the last will of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 17, 1969, at Woodland, California.

Freda M. Leonard
FREDA M. LEONARD
Executrix

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

(SEAL)

LAURENCE P. HENIGAN, Clerk

By Robin Hollen
Deputy Clerk

Form approved by the Judicial Council of California Rev. 10-57

LETTERS TESTAMENTARY

Prob. C. Secs. 581, 540, C.C.P. Secs. 1913, 2015.5, etc.

AGREEMENT NO. 72-59

Micro Fiched

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

Charles Long
Box 172
Zamora, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Charles Long

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On June 30, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Long, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

TO 1551 (7-68)

TI

RO 9271-069

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
19-232-30
19-650-09
19-650-10

a California corporation, does hereby guarantee

Charles Long
Box 172
Zamora, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

CHARLES LONG

Deed Recorded December 9, 1969

Document No. 13607 in Book 929 of Official Records page 343

I.R.S. $ 147.40 (which affect therein described property and other property)

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Reserve No. 64

"EXHIBIT A"

PARCEL 1: Commencing at a post marking the Southwest corner of the E½ of the E½ of Section 23, and Township 12 North, Range 1 West, and running North along a line of fence now situated on the West line of said E½ of East ½ of Section 23, aforesaid, 14 and forty-one and three-fourths one hundredths chains to a post set in the earth, post marked "J.S.D.R." on the South side, and "M.D.R." on the North side thereof; thence East parallel to the South line of said Section 23 and the South line of Section 24, same township and range, forty and eighty-two one hundredths chains more or less to the legal subdivision line bearing North and South through the middle of the West ½ of said Section 24; thence South on the legal subdivision line, fourteen and forty-one and three-fourths one hundredths chains to the South-east corner of the West ½ of West ½ of said Section 24; thence West on the South line of Sections 23 and 24 as aforesaid, forty and eighty-two hundredths chains to the place of beginning, and containing 5⁸ and eighty-five one hundredths acres of land, more or less, and being a part of the East ½ of East ½ of Section 23, and a part of the West ½ of West ½ of Section 24, Township 12 North, Range 1 West.

EXCEPTING THEREFROM the West 8.85 acres thereof.

Micro Fiched

PARCEL 2: Lots 6, 7, 8, 9, 18, 19, 20, 21 and a portion of Lots 31, 32, 33, 34 of Yolo Hardwood Company Subdivision No. 4, as per the official map of record in the office of the County Recorder of the County of Yolo, in Book 3 of Maps, at page 31.

ALSO DESCRIBED AS bounded by a line beginning at an old iron pipe marking the Northeast corner of Section 26, Township 12 North, Range 1 West, M. D. B. & M.; and running thence South 0° 11½' East, 1621.9 feet along the East boundary of said Section 26; thence South 89° 54' West, 1342.5 feet to the West boundary of the East half of the Northeast ¼ of said Section 26; thence North 0° 19¼' West, 1618.9 feet to the North boundary of Section 26; thence North 89° 31' East, 1345.7 feet to the point of beginning, being the North 50 acres of the East one-half of the Northeast ¼ of Section 26, Township 12 North, Range 1 West, M. D. B. & M.

SEC. 26, POR. SEC. 25, T.12N., R.1W., M.D.B.&M.

19-65

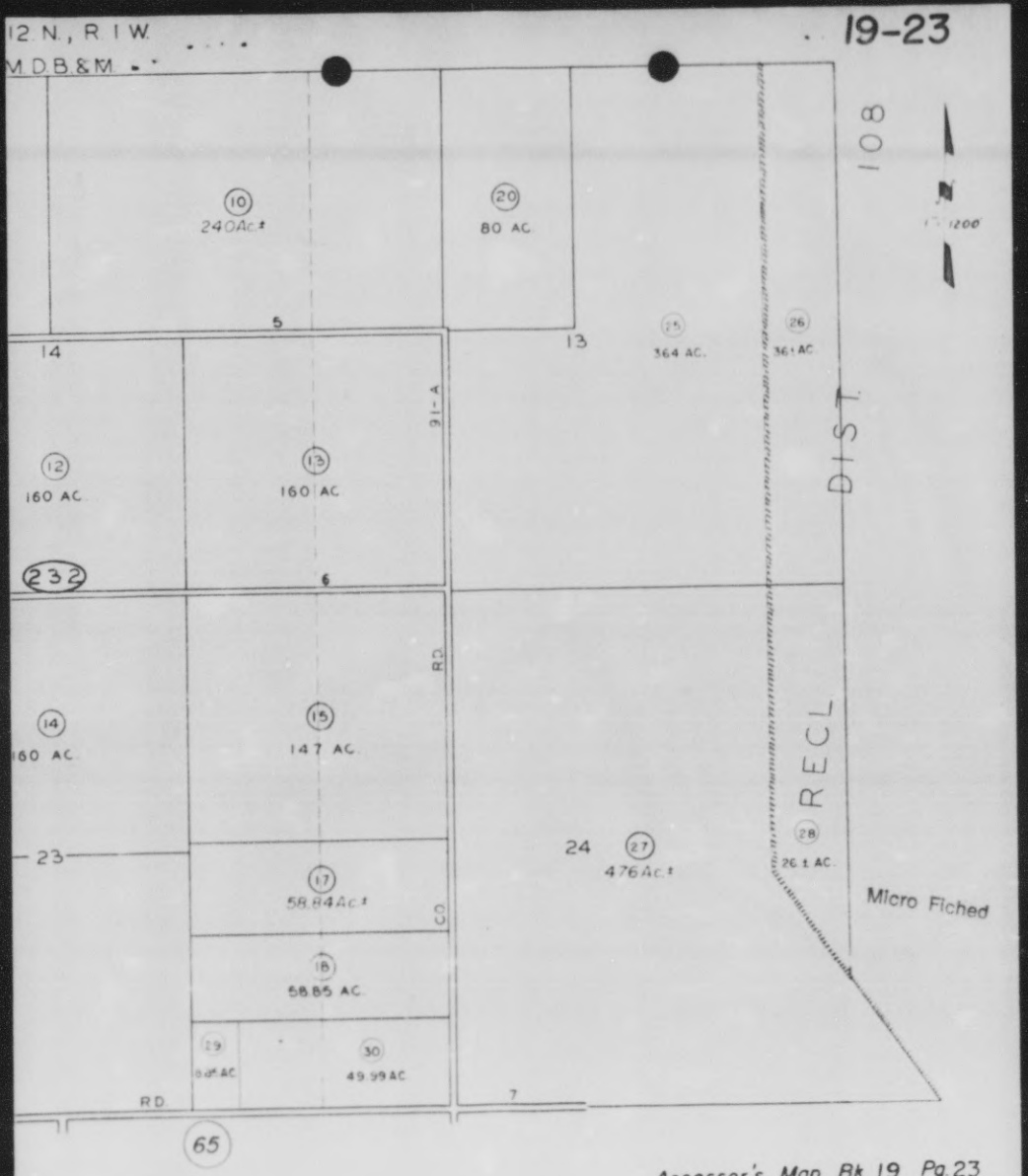
Micro Fiched

(formerly por. 19-24)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 19 Pg. 65
County of Yolo, Calif.

ENG. 6 NOV. 1965



Assessor's Map Bk. 19 Pg. 23
County of Yolo, Calif

NOTE: Assessors Block Numbers Shown in Ellipses
Assessors Parcel Numbers Shown in Circles

LY 1950

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-60

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972 by and between

BLANCHE B. FARISH

P O Box 17, DUNNIGAN, CALIF
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Chisholm
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Blanche B Tarwater

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On June 17, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Blanche B. Farish

_____ known to me to be the person _____ whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

TO 1551 (7-68)

TI

RO 9271-0484

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref. Assessor's Parcel 19-650-11 19-650-08

a California corporation, does hereby guarantee

Blanche B. Farish
P.O. Box 17
Dunnigan, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

BLANCHE B. FARISH, a widow

Micro Eiched

Decree

Recorded August 6, 1970

Document No. 8369 in Book 949 of Official Records page 521

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The Northeast quarter of Section 26, Township 12 North, Range 1 West, M.D.B. & M. SAVING AND EXCEPTING THEREFROM the following described parcel of land: Bounded by a line beginning at an old iron pipe marking the Northeast corner of said Section 26 and running thence South 0° 11½' East 1621.9 feet along the East boundary of said Section 26; thence South 89 . 90° West 1342.5 feet to the West boundary of the East half of the Northeast quarter of said Section 26; thence North 0° 19½' West 1618.9 feet to the North boundary of Section 26; thence North 89° 31' East 1345.7 feet to the point of beginning. Being the North 50 acres of the East half of the Northeast quarter of said Section 26.
All of the above described property being a portion of Yolo Hardwood Co's Subdivision No. 4, per map recorded August 16, 195 in Book 3 of Maps page 31.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

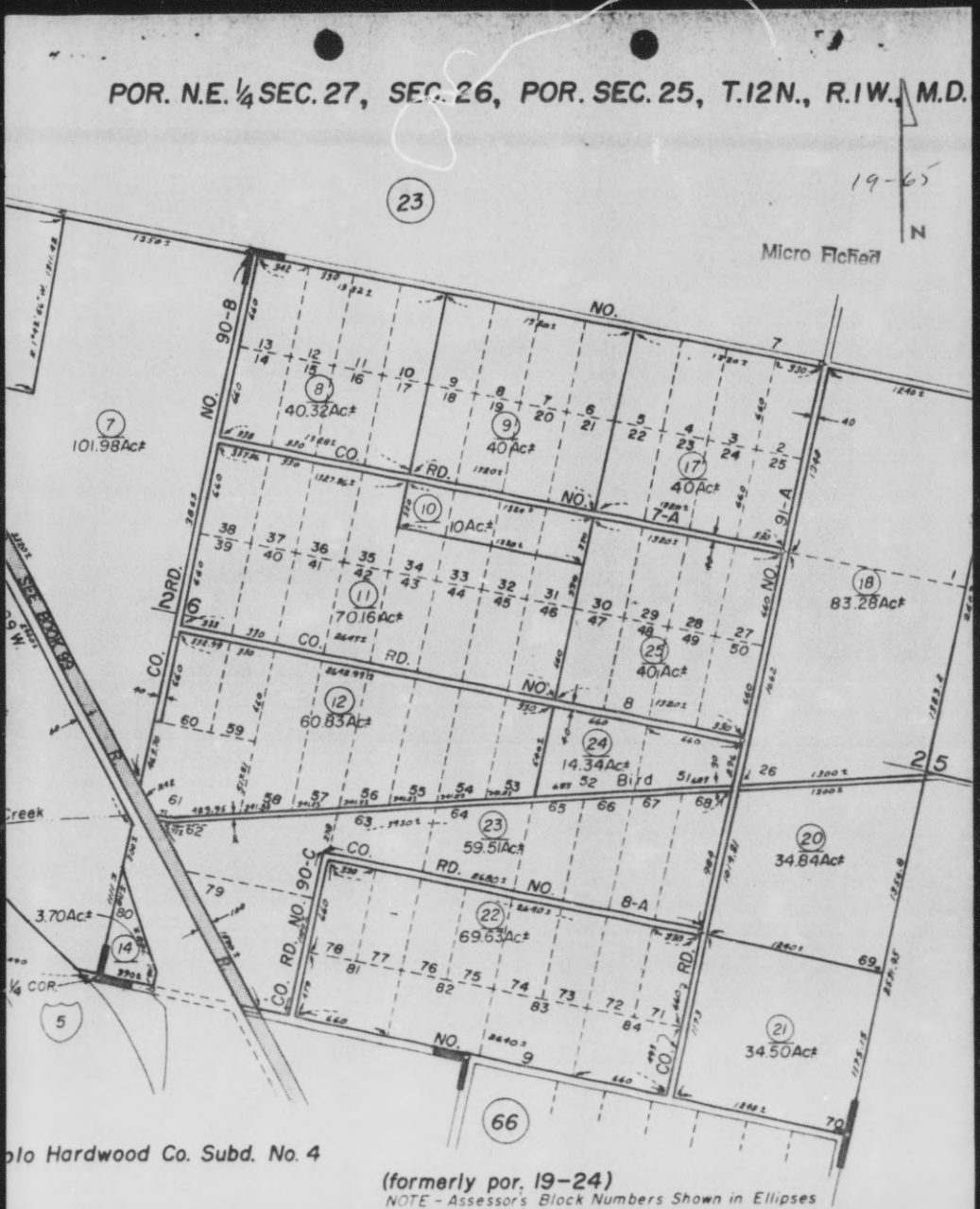
Dated as of June 1, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Bartlett SECRETARY

Addition to Reserve No. 64 Exhibit "A"


POR. N.E. ¼ SEC. 27, SEC. 26, POR. SEC. 25, T.12N., R.1W., M.D.
19-65
N
Micro Filmed
23
NO.
90-B
7
8
40.32Ac±
9
40Ac±
17
40Ac±
7-A
91-A
7
101.98Ac±
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10Ac±
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70.16Ac±
18
83.28Ac±
6
CO. RD.
12
60.83Ac±
25
40Ac±
24
14.34Ac±
Bird
8
25
26
Creek
23
59.51Ac±
20
34.84Ac±
90-C
8-A
3.70Ac±
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22
69.63Ac±
1/4 COR
5
21
34.50Ac±
9
66
70
olo Hardwood Co. Subd. No. 4
(formerly por. 19-24)
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-61

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between P. M. Sharp

Rt. 1, Box 485, Woodland, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #43 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Hopkins
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

P M Sharp

P. M. SHARP

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

On this 30th day of June A.D. 19 71 before me,
Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
P. M. Sharp

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, ~~I have hereunto set~~ my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Standard Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25886

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64009 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Filmed

RUSSELL MILLSAP, Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 1st, 1971 at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Fong Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 43 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64009 Effective Date: June 1, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

P. M. Sharp
The following described property vests in:
P.M.Sharp, by deed dated May 21, 1929.

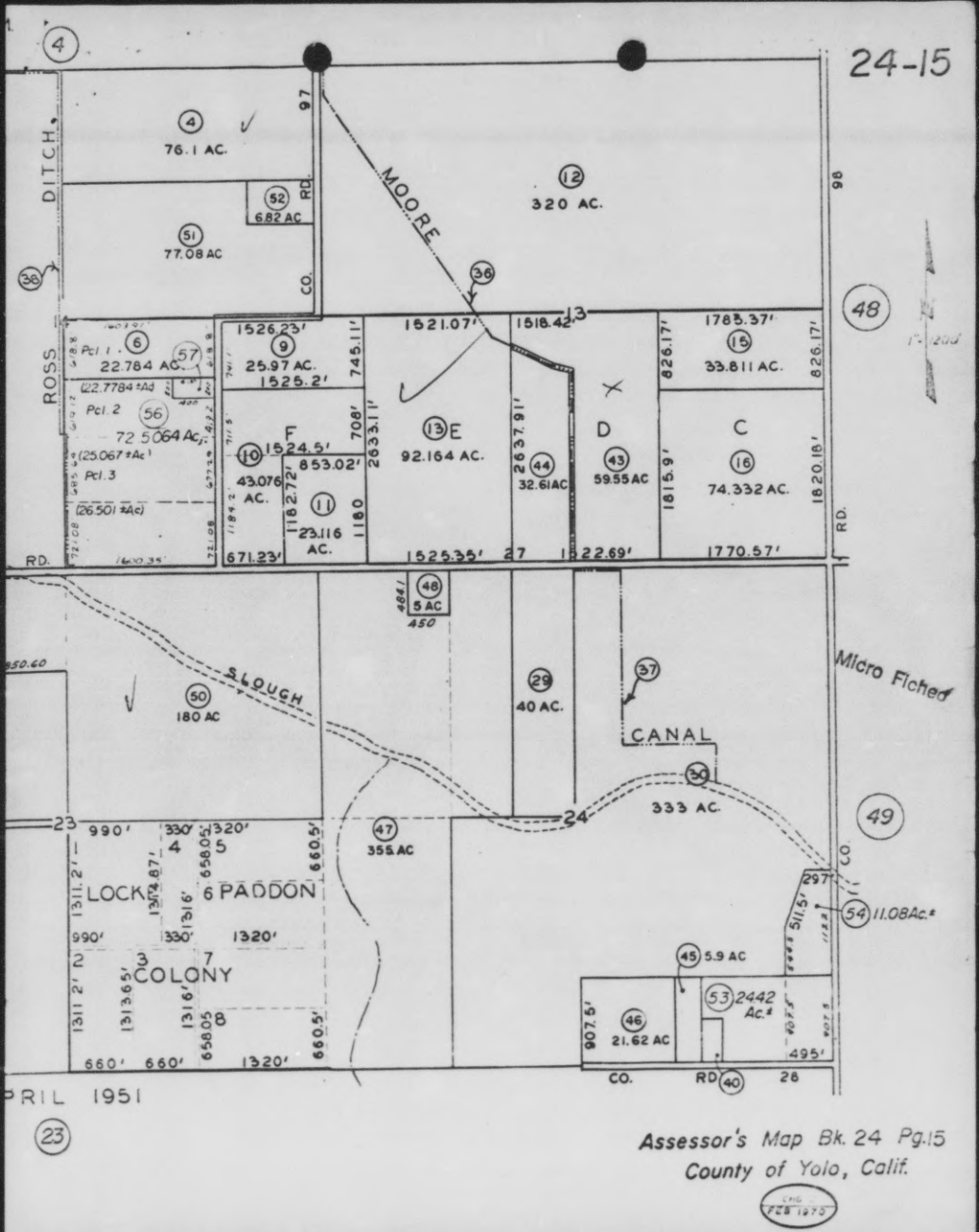
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Tract "E" of the Map of "Z.B. Kincheloe Estate Lands in Yolo County, California," according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on February 3, 1920, in Book 4 of Maps and Surveys, at page 49.

Micro Fiched

Note: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. ~~24-150-13~~ 40-110-09 for the Tax year 1970-71.


24-15
DITCH
ROSS
MOORE
SLOUGH
CANAL
LOCK
6 PADDON
COLONY
4
76.1 AC.
51
77.08 AC
52
6.82 AC
12
320 AC.
6
Pcl 1
22.784 AC.
57
22.7784 ±Ac
Pcl 2
56
72.5064 Ac.±
(25.067 ±Ac)
Pcl 3
(26.501 ±Ac)
9
25.97 AC.
1526.23'
1525.2'
1521.07'
1518.42'
745.11'
708'
2633.11'
F
10
1524.5'
853.02'
43.076 AC.
11
23.116 AC.
1182.72'
1160
671.23'
13 E
92.164 AC.
1525.35'
2637.91'
44
32.61AC
D
43
59.55AC
1822.69'
1783.37'
15
33.811 AC.
826.17'
C
16
74.332 AC.
1815.9'
1820.18'
1770.57'
48
5 AC
464'
450
50
180 AC
29
40 AC.
37
333 AC.
30
47
35.5 AC
54
11.08Ac.±
45
5.9 AC
53
2442 Ac.±
46
21.62 AC
907.5'
511.5'
495'
990'
330'
320'
660.5'
1311.2'
1313.87'
1316'
1313.65'
658.05'
660'
1320'
RD.
CO.
98
97
28
23
24
49
40
Micro Fiched
APRIL 1951
Assessor's Map Bk. 24 Pg.15
County of Yolo, Calif.
FEB 1975

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-62

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of ~~June~~ January, 19~~72~~ 72, by and between

X Charles J. Swanson 5207-10th Ave. Hanford, Calif. 93230

Bara Swanson 5207-10th Ave. Hanford, Calif. 93230

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #8 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

* Charles J. Swanson

* Dora F. Swanson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

Mac 100 (GS) Ack Individual (Rev 12-69) - Simple

STATE OF CALIFORNIA
COUNTY OF Kings } ss.
On June 28, 1971 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Charles J. Swanson and
Bera Swanson
, known to me
to be the person s whose name s are subscribed to the within
instrument and acknowledged that they executed the same.

Signature Norma Cribbet

Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP

NORMA CRIBBET
NOTARY PUBLIC
KINGS COUNTY, CALIFORNIA
My Commission Expires January 3, 1973

GUARANTEE

68 25919

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63851 Liability $140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

CHARLES SWANSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 11, 1971, at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Gonzo Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 8

Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63851 Effective Date: June 11, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Charles J. Swanson and Bera Swanson, his wife.

Title Vests: Charles J. Swanson and Bera Swanson, his wife, as their Community Property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL ONE: Lot 2 in the NW 1/4 of Section 30; Lot 2 in the SW 1/4 of Section 30; Lot 1 in the SW 1/4 of Section 30, and theSW 1/4 of the SE 1/4 of Section 30; Lots 1 and 2 in the NW 1/4 of Section 31, and the West 1/2 of the East 1/2 of Section 31, both Sections 30 and 31 being in Township 12 North, Range 4 West, M. D. B. & M., according to the official plat thereof.

EXCEPTING from Section 31, however, any portion lying within Napa County.

The NE 1/4 of Section 36 in Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof.

EXCEPTING from Section 36, however, the NW 1/4 of the NW 1/4 of the NE 1/4 of said Section 36, Township 12 North, Range 5 West, M. D. B. & M.

PARCEL TWO: The East 1/2 of the East 1/2 of Section 25, in Township 12 North, Range 5 West, M. D. B. &M., according to the official plat thereof.

EXCEPTING from Section 25, however, the East 1/2 of the NE ~~1/2~~ 4 and the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 25, Township 12 North, Range 5 West, M.D.B. & M.,

Lot 3 in the NW 1/4 of Section 30; the East 1/2 of the NW 1/4 of Section 30, and the SW 1/4 of the NE 1/4 of Section 30, in Township 12 North, Range 4 West, M. D. B. & M., according to the official plat thereof.

PARCEL THREE: The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 24; The Southeast 1/4 of the Southeast 1/4 of Section 24; and the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 25, both Sections 24 and 25 being in Township 12 North, Range 4 West, M. D. B. & M.

5

-continued-

continued-

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as follows:

As to Parcel No. 1: All of Assessors Parcel No. 18-310-02 and a portion of Assessors Parcel No. 18-340-17.

As to Parcel No. 2: A portion of Assessors Parcel No. 18-340-17 and all of Assessors Parcel No. 18-310-01.

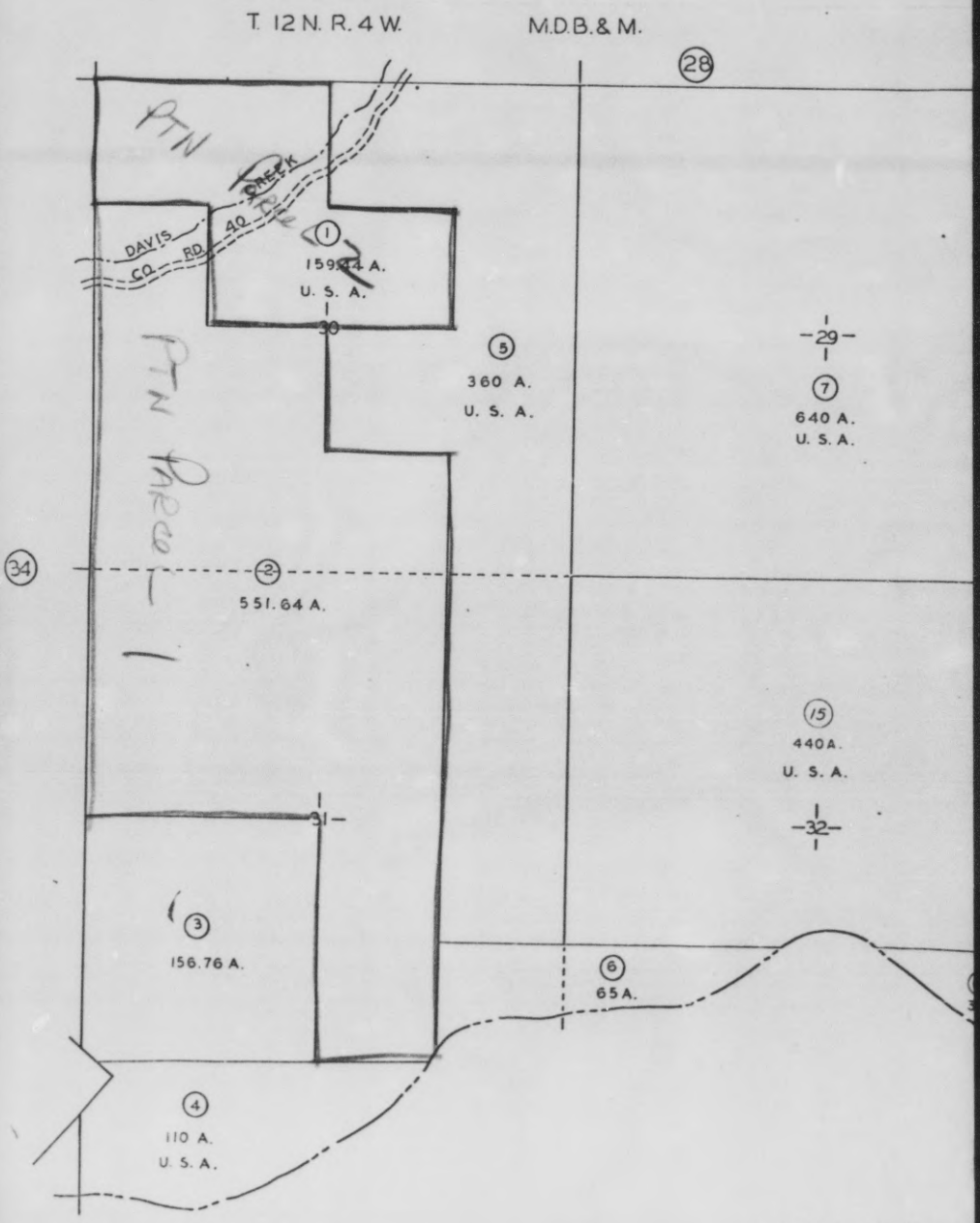
As to Parcel No. 3: A portion of Assessors Parcel No. ~~18-330-19~~ New Parcel No. 18-330-21 and a portion of Assessors Parcel No. ~~18-340-18~~. New Parcel No. 18-340-19

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

18-31

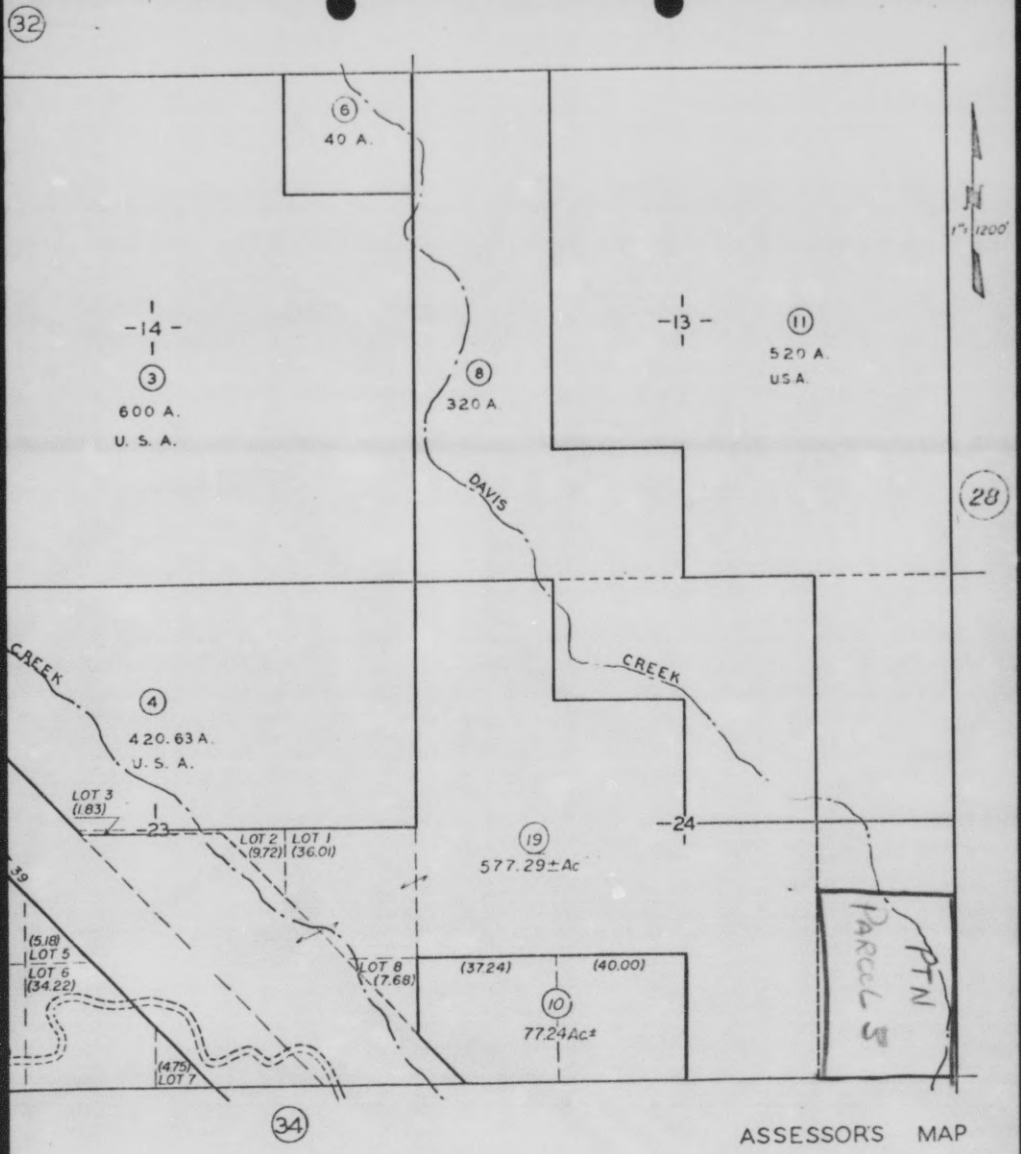
Micro Fiched



NOTE - Assessor's Block
Assessor's Parcel

JUNE 1950

18-33



ASSESSOR'S MAP
BOOK 18 PAGE 33
COUNTY OF YOLO, CAL

CHG. DEC 1970
DEC 1970

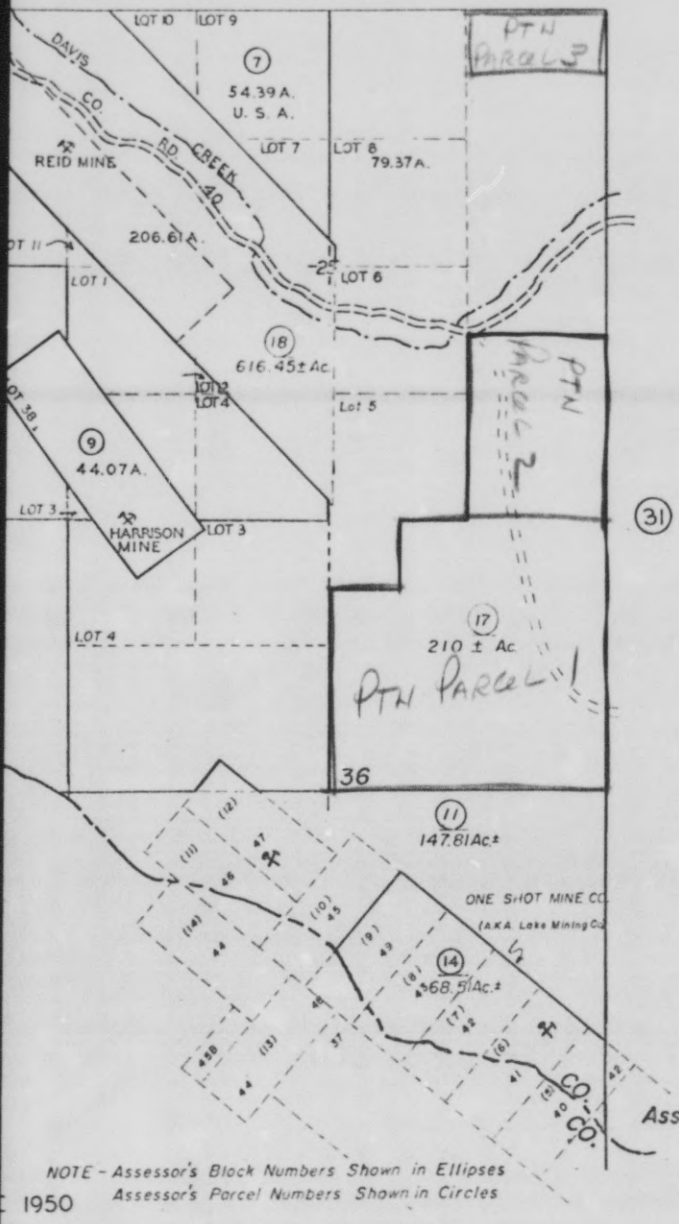
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950

Micro Fiched

T.12N., R.5W., M.D.B.& M.

18-34



Micro Fiched

Assessor's Map Bk. 18 Pg. 34
County of Yolo, Calif.

CHG 3 DEC 1970

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

1950

AGREEMENT NO. 72-63

(Endorsed) Filed FEB 24 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

RIVER GARDEN FARMS COMPANY, a Partnership
c/o Downey, Brand, Seymour & Rohwer
1007 Seventh St.
Sacramento, Calif. 95814
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S) River Garden Farms Company (a partnership)

By _____ Partner
(Curtis K. Canter)

By _____ Partner
(K. S. Adams, Jr.)

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On This 15th day of June, 1971, before me, T. H. Riggs a Notary Public in and for said County and State, personally appeared CURTIS K. CANTER and K. S. ADAMS, JR., known to me, T. H. Riggs to be the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

T H Riggs
Notary Public in and for
said County and State

GUARANTEE

68 25090

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64047-A Liability $ 290.00 Fee $ 190.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DOWNEY, BRAND and SEYMOUR AND ROHWER
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 8:00 a.m. , in the County of Yolo, State of California.

Countersigned: Don Thomas
Vice President

WESTERN TITLE INSURANCE COMPANY
By R.H. Mata President
By J.H. Seymour Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 64 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64047-A Effective Date: June 7, 1971, at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

River Garden Farms Company, a partnership.

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The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:
Commencing at a point on the line between the Counties of Yolo and Colusa, said point of commencement being at the northeast corner of a certain tract of land conveyed by Cosmos Land and Water Company to Reclamation District No. 108, by deed dated March 14, 1903, recorded in the office of the County Recorder of Yolo County, in Volume 64 of Deeds, at page 42; thence along the Easterly boundary of said tract formerly owned by the Cosmos Land and Water Company, South 20° 48' East, 632.1 feet to the low water line of the dredger cut on the southerly side of the old Howell point levee; thence along the low water line on the northwesterly line of said dredger cut on the following courses; North 66° East, 1,416.0 feet to the section corner common to Sections 4, 5, 32 and 33 of Townships 12 and 13 North, respectively, Range 1 East, M. D. B. & M.; thence in a Westerly direction along the Colusa-Yolo County line to the point of beginning.

PARCEL 2:
All that certain parcel of land lying in Section 5, Township 12 North Range 1 East, M. D. B. & M., described as follows:

BEGINNING at a point on the North line of Section 5, Township 12 North, Range 1 East, M. D. B. & M., which bears North 89° 26' West, 1,518.00 feet from the northeast corner of said Section 5, and running thence South 20° 48' East, 484.55 feet; North 70° 46' West, 290.00 feet; North 49° 58' West, 250.00 feet; North 29° 16' West, 230.00 feet to a point on the North line of said Section 5; and South 89° 26' East, 405.63 feet, more or less, along the North line of said Section 5 to the point of beginning, containing 3.14 acres, more or less.

PARCEL 3:
BEGINNING at the section corner common to Sections 4 and 5, Township 12 North, Range 1 East, and 32 and 33, Township 13 North, Range 1 East, said corner being on the line dividing the County of Yolo from the County of Colusa; thence

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South 66° 00' West, 1416.0 feet to the easterly line of that original parcel of land in Sections 4 and 5, deeded to Reclamation District No. 108, by the Cosmos Land and Water Co., said deed being filed in the office of the County Recorder, of Yolo County, in Deed Book 64, page 42; thence North 20° 48' West, 147.6 feet along said easterly line of original parcel; thence North 70° 46' West, 290.0 feet; thence North 49° 58' West, 250.0 feet; thence North 29° 16' West, 230.0 feet; thence North 89° 26' West, 238.6 feet along the township line dividing the Townships 12 and 13 North, Range 1 East, to the northwest corner of the aforementioned original parcel of land in Sections 4 and 5; thence continuing along said township line, North 89° 26' West, 1370.2 feet to the center line of the main drainage canal of Reclamation District No. 108; thence along the center line of said drainage canal on the following courses: South 9° 40' West, 496.0 feet; thence South 3° 30' West, 518.0 feet; thence South 6° 30' East, 632.0 feet; thence South 21° 40' East, 540.0 feet; thence South 46° 03' East, 3, 179.0 feet thence South 39° 03' East, 1,352.0 feet to the intersection of the center line of the main drainage canal of Reclamation District No. 108 and the section line between Sections 5 and 8, Township 12 North, Range 1 East; thence leaving said center line of canal, South 89° 11' East, 109.2 feet along said section line to the southwest corner of the aforementioned original parcel in Sections 4 and 5, from which the section corner common to Sections 4, 5,8 and 9, Township 12 North, Range 1 East, bears South 89° 11' East,123.2 feet distant; thence North 20° 48' West, 96.3 feet; thence South 39" 04' East, 116.4 feet to the section line between Sections 5 and 8 from which the section corner common to Sections 4,5, 8 and 9, Bears South 89° 11' East, 84.03 feet distant; thence continuing South 39° 04' East, 420.6 feet; thence North 36° 26' East, 399.6 feet to the section line between Sections 4 and 9, Township 12 North, Range 1 East, from which the corner common to Sections 4, 5, 8 and 9, Bears North 89° 16' West, 418.4 feet; thence continuing North 36° 26' East, 113.8 feet; thence South 20° 48' East, 99.00 feet to the southeast corner of the aforementioned original tract in Sections 4 and 5; thence South 89° 16' East, 3458.9 feet along the section line between sections 4 and 9 to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 4, Township 12 North, Range 1 East; thence North 0° 10' East, 5375.3 feet to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 4; thence North 89° 45' West, 1336.7 feet to the one quarter section corner between Section 4, Township 12 North, Range 1 East, and Section 33, Township 13 North, Range 1 East; thence North 89° 26' West, 2659.6 feet to the point of beginning, containing 782.12 acres, more or less.

PARCEL 4:

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All that portion of Sections 2,3, and 4, Township 12 North, Range 1 East, M. D. B. & M., lying within the following described lands:

BEGINNING at a point on the Westerly bank of the Sacramento River where the same is intersected by the township line dividing Townships 12 and 13, North, Range 1 East, M. D. B. & M., said line being also the boundary line between the Counties of Colusa and Yolo; thence Southeasterly and along said bank of said River and following its meanderings to a point where the same would intersect the Easterly boundary of Section 2, Township 12 North, Range 1 East, as said section was projected and surveyed by John R. Price in 1894, to conform to U. S. Government surveys; thence South 0° 43' West and continuing along said boundary of said Section 2, 107.4 feet to meander post No. 13, as established by said Price; thence South 0° 43' West and continuing along said line of said Section, 1374.9 feet to the Northerly line of land formerly owned by J. P. Bullock; thence North 89° 18' West 12,012.7 feet to the Westerly boundary line of the Jimeno Rancho; thence North 0° 10' East and along said last named line 4054.5 feet to said dividing line between said Townships; thence along

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said last named line on the following courses and distances: South 88° 40' East 4164.9 feet; South 89° 31' East 3207.2 feet to the point of beginning, containing 920.58 acres, more or less.

EXCEPTING THEREFROM that portion conveyed by River Farms Company of California, a corporation, to State of California, by deed dated April 24, 1963, and recorded July 11, 1963, in Book 719 of Official Records, at page 568.

PARCEL 5:
BEGINNING at a point on the Westerly bank of the Sacramento River where the same is intersected by the Northerly boundary line of Section 12, T. 12 N. R. 1 East, M. D. B. & M., as surveyed and projected over the Jimeno Rancho by John R. Price in the year 1894 to conform to U. S. Government Surveys, thence Southeasterly and along said bank of said River and following its meanderings to the line between Reclamation District No. 108 and Reclamation District No. 787; thence Southwesterly on the said line between Reclamation District No. 108 and Reclamation District No. 787, a distance of 3380 feet, more or less, to the Northeasterly bank of Sycamore Slough, the same being also the Westerly boundary of the Jimeno Rancho; thence Westerly and Northerly along the said Northeasterly bank of Sycamore Slough 1750.0 feet, more or less, to a point where the said Northeasterly bank of Sycamore Slough intersects the line running Northerly and Southerly through the center of Section 30, T. 12 N., R. 2 East; thence continuing along the said bank of said Slough on the following courses and distances, North 51° West 230.4 feet, North 22° West 300 feet; North 50° West 250 feet; South 68° 30' West 344 feet; South 16° 05' West, 244.0 feet; South 48° 42' West 226.2 feet; South 61° 55' West, 304 feet; South 46° 57' West 294.1 feet; South 30° 15' West 421.7 feet; South 14° 42' West 538.6 feet; South 21° 52' West 204.6 feet; South 36° 22' West 397.5 feet; South 60° 42' West 290 feet; South 29° 23' West 320 feet to Prices's meander Post No.5 marking the intersection of said bank of said Slough with the Township line common to Townships 12 North, Range 1 East, Mount Diablo Base and Meridian, and Township 12 North, Range 2 East, Mount Diablo Base and Meridian; running thence North 45° 34' West, and along the Southwesterly boundary of said Rancho 3027 feet to Price's meander Post No. 4; thence North 40° 01' West 3471.6 feet to Price's meander Post No.3; thence North 71° 16' West 833.6 feet to Price's meander Post No.2; thence North 48° 16' West 2316.6 feet to Price's meander Post No. 1; thence North 89° 30' West 3537 feet to the section line between Sections 26 and 27, Township 12 North, Range 1 East, as said Sections are so projected; thence North 0° 45' East and along said last mentioned line 849.2 feet to the corner common to Sections 22 and 27, and Sections 23 and 26 so projected of the last mentioned Township and Range; thence North 89° 18' West 1354.5 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 22 so projected; thence North 0° 17' East 2617.9 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 22 so projected; thence North 0° 15' East 7921.9 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 12, North, Range 1 East, Mount Diablo Base and Meridian, so projected; thence North 0° 20' West 2636.8 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 12 North, Range 1 East, Mount Diablo Base and Meridian so projected; thence North 0° 09' East 1321.2 feet to the center of the Northeast 1/4 of said Section 10 so projected; thence North 88° 10' West 2659.8 feet to the center of the Northwest 1/4 of said Section 10 so projected; thence North 1° 34' East 1323.5 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 10 so projected and the South boundary of the land formerly owned by J. P. Bullock; thence South 89° 18' East 10997.6 feet to the point of beginning, containing 5074.0 acres more or less.

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EXCEPTING THEREFROM THE FOLLOWING EIGHT (8) PARCELS:
(a) A tract of land lying in Sections 23, 24, and 25, T. 12 N., R. 1 E.M. D. B. &M.,and in Section 30, T. 12 N., R. 2 E., M. D. B. & M., described as follows: BEGINNING at a point where the boundary line between Reclamation District No. 108 and Reclamation District No. 787, is intersected by the Northeasterly boundary line of that certain strip of land conveyed by deed dated 20th day of September, 1929, River Farms Company of California, to Southern Pacific Company, said deed being recorded in Volume 7 of Official Records, at page 453, Yolo County Records; thence in a Northwesterly direction along the said Northeasterly boundary of that said certain strip of land conveyed by River Farms Company of California to Southern Pacific Company through Section 30, T. 12 N., R. 2 E., M. D. B. & M., and Sections 25, 24, and 23, of T. 12 N., R. 1 E., M. D. B. & M., to a point 35 feet at right angles Northeasterly from said center line of Railroad opposite said Southern Pacific Company's Survey Station "G" 465+08.66, point on tangent said point also being 30.0 feet at right angles Northeasterly from the center line of the spur track to Tyndall Mound; thence North 39° 35' West parallel to and 30.0 feet at right angles Northeasterly from said center line of spur track, a distance of 58.2 feet to a point; thence on a curve to the right having a radius of 573.29 feet, tangent to last described course, concentric with and 30.0 feet Easterly from the said center line of spur track, a distance of 820.74 feet to a point; thence North 51° 28' East, parallel to and 30.0 feet at right angles Southeasterly from the center line of Spur Track, a distance of 243.7 feet to the line between Sections 13 and 24, T. 12 N., R. 1 E., M. D. B. & M.; thence Easterly along said line between Sections 13 and24, to the right or Westerly bank of the Sacramento River; thence downstream along and with the said right or Westerly bank of the Sacramento River, through Sections 24, 25, T. 12 N.,R. 1 E., M. D. B. & M., and Section 30, T. 12N., R. 2 E., M. D. B. & M., to the aforesaid line between Reclamation District No. 108 and Reclamation District No. 787; thence Southwesterly along the last mentioned line to the point of beginning, containing 629.82 acres of land, more or less.

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(b) Being a portion of that tract of land situated in Lot 37 of Jimeno Rancho, near a bend in the Sacramanto River, locally known as "Collins Eddy", said portion of land being a part of said lot lying on the Westerly side of the general course of the Sacramento River, between Reclamation levee of Reclamation District No.108, and said "Collins' Eddy", at the extreme Easterly end thereof, being in the County of Yolo, State of California, as delineated on that certain map entitled "Portion of River Garden Farms Company's Tract at Collin's Eddy on the Sacramento River, California, showing lands for which titles, easements, etc., are required for rectification of the channel under the Sacramento River Flood Control Project Scale 1"-400' Engineer Office, U. S. Army, Third San Francisco Dist. San Francisco, Cal., March 17, 1917", and combining and including all of the four parcels shown thereon as Parcels "A", "B", "C" and that parcel of land in severances, Easterly of Parcel "C" and bounded on the remaining sides by the right bank of the Sacramento River, containing a total area of39.04 acres, more or less, and being described as follows: COMMENCING at a point (on the top of the right bank of the Sacramento River about 260 feet Southeast of Beaver Lake andabout one half mile down stream from Collin's Eddy), which bears North 67° 21½' East 2732.06 feet from Stone Monument No. 54, and which also bears South 24° 14-3/4' West, 4,264.59 feet from United States Engineer Department Bench Mark No. 325; and which also bears North 23° 07' West 2751.31 feet from the Southwest corner of the Southeast 1/4 of Southeast 1/4 of Section 13, T. 12 N., R. 1 E., M. D. B. & M., thence from said point of commencement, South 40° 01' East 10 feet to low water shore line; thence following along the irregular low-water shore line on the right bank of the Sacramento River, up stream, by the following courses and distances; North 61° 57½' East 398.20 feet (measured in a straight line); thence

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North 69° 58' E., 351.78 feet (measured in a Straight line); thence North 80° 11½' East 193.69 feet, (measured in a straight line); thence South 89° 58 1/4' East 290.01 feet, (measured in a straight line); thence South 85° 30' East 802.0 feet (measured in a straight line); thence South 68° 10' East 392 feet, (measured in a straight line); thence North 14° 10' East 145 feet, (measured in a straight line); thence North 53° 45' West 518.0 feet, (measured in a straight line); thence North 39° 00' West 590.00 feet, (measured in a straight line); thence North 29° 45-3/4' West 287.12 feet, (measured in a straight line); thence North 23°02½ West 292.75 feet, (measured in a straight line); thence North 2° 38 1/4' West 469 feet, (measured in a straight line); thence North 2° 54-3/4' East 322.92 feet, (measured in a straight line); thence leaving said above mentioned low-water shore line, South 35° 15-3/4' West 525.60 feet; thence curving to the right, from a tangent which bears South 9° 55' West, with a radius of 2500.00 feet through an angle of 40° 04' for a distance of 1748.24 feet (long chord bearing South 29° 57' West 1712.83 feet; thence South 20° 19' West 454.59 feet to the point of commencement, containing 39.04 acres, and being that tract conveyed by River Farms Company of California, to the State of California, by deed dated October 19th, 1917, and recorded November 19th. 1917, in Book 93 of Deeds, at page 265.

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(c) A triangular shaped parcel of land situate in the Southwest 1/4 of Section 13, Southeast 1/4 of Section 14, Northeast 1/4 of Section 23, and Northwest 1/4 of Section 24, T. 12 N., R. 1 E., M. D. M., particularly described as follows: BEGINNING at the point of intersection of the East line of a County Road, known as River Garden Avenue, running Northerly and Southerly in said Section 14 and 23 (said East line being approximately 433.8 feet West of the East line of said Sections) with a line drawn parallel to and 35.0 feet at right angles Northeasterly from the center line of the Southern Pacific Company's constructed railroad from Knights Landing to Boyer's Landing, opposite Survey Station "G" 468+02.45, point on tangent; thence South 36° 19' East along said parallel line, a distance of 293.79 feet to a point 35.0 feet at right angles Northeasterly from said center line of railroad opposite Survey Station "G" 465+08.66 point on tangent, said point also being 30.0 feet at right angles Northeasterly from the center line of the spur tract to Tyndal Mound; thence North 30° 35' West, parallel to and 30.0 feet at right angles Northeasterly from said center line of spur tract, a distance of 58.2 feet to a point; thence on a curve to the right having a radius of 573.29 feet tangent to last described course, concentric with and 30.0 feet Easterly from said center line of spur tract, a distance of 820.74 feet to a point; thence North 51° 28' East parallel to and 30 feet at right angles Southeasterly from the said center line of Spur Tract, a distance of 765.36 feet to a point in the Southerly line of a County Road produced Easterly, running Easterly and Westerly in said Sections 14 and 13, said Southerly line being approximately 325.0 feet North of the South line of said Sections; thence North 89° 55' west along said Southerly line of a County Road produced Easterly, a distance of 881.47 feet to the point of intersection with aforesaid East line of said County Road known as River Garden Avenue; thence South 0° 07' East along said East line a distance of 1031.55 feet to the point of beginning, containing an area of 8.043 acres, more or less, Being a tract of land conveyed by River Farms Company of California, to Southern Pacific Company, by deed dated September 20, 1929, and recorded October 2, 1929, in Book 7 of Official Records, at page 459.

(d) BEGINNING at a point from which the corner common to Sections 22, 23, 26 and 27, T. 12 N., R. 1 E., M. D. B. & M., bears North 89° 36' 58" West, 3,537.42 feet and North 0° 38' 02" East, 849.30 feet, and running thence from said point of beginning, South 44° 22' 58" East,2,316.89 feet; South 71° 22' 58" East 67.71 feet; North 48° 39' 49" West, 465.45 feet; North 31° 59' 04" West, 1,847.73 feet; South 52° 47' 06" West, 110.00 feet; South 54° 38' 35"

West,428.50 feet; and North 89° 36' 58" West, 30.99 feet to the point of beginning. Being a parcel of land in Sections 25 and 26, Township 12 North, Range 1 East, M. D. B. & M., containing 12.603 acres, more or less.

(e) BEGINNING at a point from which the Township corner common to Townships 11 and 12 North, Range 1 and 2 East, M. D. B. & M. bears South 25° 38' 30" West, 6,043.71 feet and running thence from said point of beginning, South 89° 00' 30" West, 74.43 feet; South 25° 39' 01" West, 38.69 feet; and North 68° 21' 41" East, 98.08 feet, to the point of beginning, being a parcel of land in Section 30, Township 12, North, Range 2 East, M. D. B. & M., containing 0.030 acres, more or less.

NOTE: The above exceptions (d) and (e) are designated as Parcels "A" and "B" which were conveyed by River Farms Company of California, to Reclamation District No. 108, by Quitclaim in Boundary Line Agreement dated September 18, 1952, and recorded December 8, 1952, in Book 381 of Official Records, at page 158.

(f) That portion of Section 22, Township 12, North, Range 1 East, that lies South and West of the following described line: COMMENCING at a point which is distant, South 0° 08' 02" West, 3924.95 feet from the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 22, T. 12 N. R. 1 East, thence South 89° 24' 58" East, 1354.67 feet; thence South 0° 08' 02" West, 1309.75 feet to the corner common to Sections 22, 23, 26 and 27, Township 12, North, Range 1 East.

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(g) That portion conveyed by River Farms Company of California, a corporation, to State of California, by deed dated April 24, 1963, and recorded July 11, 1963, in Book 719 of Official Records, at page 568.

(h) A portion of Section 12, Township 12 North, Range 1 East, M. D. M., and also being a portion of the real property conveyed by Deed dated November 6, 1916 and recorded November 23, 1916 in Book 91 of Deeds, page 26, Yolo County Official Records, said parcel being more particularly described as follows:

Beginning at a point on the land side right of way line of the herein described parcel, said point of beginning bears North 41 deg. 12' 06" East 7,930.51 feet from the southeast corner of Lot E-4 as shown on map of "Properties of River Farms Company in Reclamation District No. 108" filed for record in the office of the County Recorder of Yolo County, California on January 4, 1947, in Book 5 of Maps and Surveys at page 54; THENCE FROM SAID POINT OF BEGINNING along said landside right of way line the following 5 courses:

(1) North 02 deg. 23' 50" East 101.00 feet;
(2) North 13 deg. 14' 40" West 180.52 feet;
(3) North 20 deg. 22' 10" West 167.95 feet;
(4) North 30 deg. 13' 10" West 357.00; and
(5) North 11 deg. 37' 30" West 351.00 feet to a point;

thence leaving said landside right of way line and across the right bank levee of the Sacramento River North 68 deg. 01' 50" East 250.00 feet to a point on the right bank of the Sacramento River; thence meandering downstream along said right bank of the Sacramento River 1262 feet, more or less to a point, thence leaving said right bank and across the right bank levee of the Sacramento River North 81 deg. 34' 00" West 160.00 feet to the point of beginning.

PARCEL 6:

Beginning at a point on the South line of Section 25, T. 12 N., R. 1 E., M. D. B. & M., from which the Southwest corner of said Section 25 bears North 89° 36' 53" West, 2,779.87 feet and running thence from said point of beginning South 89° 36' 53" East, 286.83 feet; North 40° 07' 58" West, 3,472.02 feet;

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North 71° 22' 58" West, 765.99 feet; South 48° 39' 49" East, 143.20 feet; South 50° 06' 23" East, 1,581.00 feet, South 25° 21' 14" East, 1,078.91 feet; South 45° 00' 00" East, 282.84 feet; South 77° 05' 33" East, 246.22 feet; South 87° 05' 33" East, 186.69 feet; South 12° 08' 15" East, 200.00 feet; South 10° 53' 08" East, 225.05 feet; South 31° 36' 27" East, 45.79 feet; South 49° 36' 00" East, 61.72 feet; South 57° 45' 00" East, 49.66 feet; and South 68° 59' 15" East, 75.52 feet to the point of beginning, being a parcel of land in Section 25, Township 12 N, , Range 1 East, M. D. B. & M., containing 19.830 acres, more or less.

PARCEL 7:
Beginning at a point from which the Township corner common to Townships 11 and 12 N., Ranges 1 and 2 E., M. D. B. & M., bears S. 0° 27' 02" W., 2,987.97 feet and running thence from said point of beginning N. 36° 21' 11" E., 68.29 feet; N. 9° 21' 59" E. 98.31 feet; N. 21° 41' 42" E., 100.09 feet; N. 39° 48' 20" E. 101.53 feet; N. 49° 18' 58" E., 75.16 feet; N. 67° 58' 37" E., 96.00 feet; N. 55° 08' 16" E., 108.47 feet; N. 41° 23' 17" E. 213.26 feet; N. 38° 07' 31" E., 100.42 feet; N. 31° 01' 01" E. 184.36 feet; N. 20° 40' 39" E. 331.34 feet; N. 13° 02' 14" E. 403.30 feet; N. 28° 58' 12" E., 394.34 feet; N. 48° 15' 59" E. 285.43 feet; N. 62° 06' 10" E. 307.77 feet; N. 48° 41' 54" E. 186.36 feet; N. 32° 39' 03" E. 122.33 feet; N. 25° 39' 01" E. 275.39 feet; S. 68° 21' 41" W. 120.38 feet; S. 15° 56' 41" W. 244.32 feet; S. 48° 33' 41" W. 226.50 feet; S. 61° 46' 41" W. 304.40 feet; S. 46° 48' 41" W. 294.49 feet; S. 30° 06' 41" W. 422.26 feet; S. 14° 33' 41" W. 539.31 feet; S. 21° 43' 41" W. 204.85 feet; S. 36° 13' 41" W. 398.03 feet; S. 60° 33' 45" W. 290.39 feet; S. 29° 14'41" W. 320.42 feet; and South 0° 27' 02" West, 127.59 feet to the point of beginning, being a parcel of land in Sections 30 and 31, T. 12 N., R. 2 East, M. D. B. & M., containing 3.722 acres, more or less.

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PARCEL 8:
BEGINNING at a point from which the Township corner common to Townships 11 and 12, North, Ranges 1 and 2 East, M. D. B. & M., bears South 25° 38' 30" West, 6,043.71 feet and running thence from said point of beginning, North 89° 00' 30" East, 33.64 feet; South 67°25' 53" East, 298.49 feet; South 14° 28' 05" East, 289.62 feet; South 41° 35' 56" East, 274.13 feet; South 11° 32' 42" East, 334.77 feet; South 1° 50' 51" West 217.11 feet; South 6° 02' 39" East, 256.43 feet; South 13° 56' 00" East, 269.94 feet; South 73° 53' 41" East, 147.80 feet; North 71° 21' 20" East, 259.62 feet; South 74° 25' 27" East, 217.99 feet; South 13° 48' 16" West, 1,758.39 feet; North 14° 55'02" East, 1,944.67 feet; South 83° 39' 41" West 636.54 feet; North 7° 03' 19" West, 801.06 feet; North 14° 06' 19" West, 252.33 feet; North 51° 08' 19" West, 230.70 feet; North 22° 08' 19" West, 300.40 feet; North 50° 08'19" West, 250.33 feet; and South 68° 21' 41" West, 125.99 feet to the point of beginning. Being a parcel of land in Sections 30 and 31, Township 12 North, Range 2 East, containing 4.828 acres, more or less.

NOTE: The above parcels 3, 4, and 5 are designated as Parcels "A:, "B" and "C" which were conveyed by Reclamation District No. 108, to River Farms Company, by Quitclaim in Boundary Line Agreement dated September 18, 1952, and recorded December 8, 1952, in Book 381 of Official Records, at page 158.

PARCEL 9:
A strip of land 450 feet in width being a portion of Northeast Quarter of Section 31, and the Southeast Quarter of Section 30, Township 12 North, Range 2 East, M. D. B. & M., described as follows:

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Commencing at the intersection of the North bank of Sycamore Slough and the Northwesterly line of Reclamation District No. 787, and running thence along the West boundary of Reclamation District No. 787, as said boundary is described in that certain deed from Sacramento River Farms Company to Reclamation District No. 787, dated June 24, 1909, and recorded July 6, 1909, in Book 73 of Deeds, at page 79, to the right bank of the Sacramento River, thence Southerly along said right bank of said River, 450 feet, more or less, to the Northwesterly line of Lot 805 of said River Garden Farms Subdivision No. 10, map of which is filed for record in the office of the Yolo County Recorder in Book 3 of Maps, at page 6; thence Southwesterly along the Northwesterly line of Lots 805, 816, 795, and 791 to the North bank of Sycamore Slough; thence Westerly along the North bank of said Sycamore Slough to the point of beginning.

PARCEL 10:
A tract of land adjoining the Southeasterly boundary of River Garden Farms Subdivision No.9, as shown on the map thereof filed for record in the office of the Yolo County Recorder on November 17, 1913, in Book 3 of Maps, at page 7, described as follows:

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BEGINNING at a point on the right bank of the Sacramento River, where it is intersected by the center line of Lower Sycamore Slough; thence upstream Northwesterly along the center line of said Lower Sycamore Slough for a distance of about 4000.00 feet to the Southerly corner of aforesaid River Garden Farms Subdivision No. 9, and Lot 732 therein; thence North 31° 49' East 1272.1 feet along the Southeasterly boundary of said Lot 732 and Lot 730 to the Easterly corner of said Lot 730; thence North 46° 31' East 2818.1 feet along the Southeasterly boundary of Lots 728, 726, 725, 724, 723, 722 to the right bank of the Sacramento River; thence along the said right bank of the Sacramento River downstream to the point of beginning, containing 182.93 acres, more or less. EXCEPTING THEREFROM that portion conveyed to the State of California, by deed recorded April 15, 1958, in Book 539 of Official Records, at page 352.

PARCEL 11:
A tract of land in Section 14 and 15, Township 11 North, Range 2 East, M. D. B. & M., lying South of Sycamore Slough, East of River Garden Farms Subdivision No. 8, and North and West of Fair Ranch Back Levee Borrow Pit and more particularly described as follows:
BEGINNING at a point where the line between Section 14 and 15, Township 11 North, Range 2 East, M. D. B. & M., intersects the Northwesterly bank of the borrow pit of the Fair Ranch Back Levee, said point of beginning being North 0° 51' East 1535.0 feet from the corner to Sections 14, 15, 22 and 23, Township 11 North, Range 2 East; thence along said Northwesterly bank of borrow pit, North 61° 35' East, 125.0 feet; and North 40° 00' East, 1660.00 feet, to a point in the center of Sycamore Slough; thence upstream along the center line of said Sycamore Slough on the following courses; North 55° 45' West, 413.00 feet; North 72° 11' West 336.7 feet; North 70° 11' West 350.7 feet; North 41° 43' West 199.8 feet; North 58° 40' West, 223.3 feet; North 63° 11' West, 285.7 feet; North 54° 58' West, 239.1 feet; North 56° 22' West, 79.1 feet; North 41° 03' West 233.8 feet; North 42° 53' West 195.4 feet; North 70° 51" West, 289.3 feet; North 58° 56' West 270.6 feet; North 51° 04' West, 240.1 feet; and North 3° 01' West, 195.1 feet; thence leaving said center line of Sycamore Slough, South 34° 00' West, 3889.1 feet along the Southwesterly boundary of River Gardens Farms Subdivision No.8, map of which was filed in the office of the Recorder of the County of Yolo, State of California, on February 3, 1914, to the Northerly bank of the Borrow Pit of the Fair Ranch Back Levee; thence along said Northerly bank of Borrow Pit, on the following courses; South 72° 15' East, 1622.0 feet; South 82° 30' East, 545.0 feet; South 85° 30' East, 669.0 feet; and North 61° 35' East 1212.0 feet to the point of beginning, containing 233.03 acres, more or less.

-continued-

PARCEL 12:
Lots 523 to 539, both numbers inclusive; Lots 542 to 559, both numbers inclusive; Lots 562 to 575, both numbers inclusive, and Lots 578 to 585, both numbers inclusive, as shown on the map of River Garden Farms Subdivision No. 7 filed for record in the office of the Yolo County Recorder, October 6, 1913, in Book 3 of Maps, at page 4,1269.116 acres, more or less.

ALSO THAT tract of land as shown on the map of River Garden Farms Subdivision No. 7, bounded on the North by Lot 584; on the South and West by Lot 583; and on the East by the Sacramento River.

NOTE: The map of River Garden Farms Subdivision No. 7 does not disclose if this strip lies within Lot 583 or 584.

PARCEL 13:
Lots Numbers 733 to 746; both numbers inclusive; Lots 758 and 759; Lots 771 to 779, both numbers inclusive; Lots 817 to 822, both numbers inclusive, as shown on the map of River Garden Farms Subdivision No. 10, filed for record in the office of the Yolo County Recorder on November 17, 1913, in Book 3 of Maps at page 6.

PARCEL 14:
Lots 655 to 732, both numbers inclusive, and a lot not numbered, but indicated by the words, "Northern Electric Right of way" of River Garden Farms Subdivision No.9, map of which was recorded November 17th, 1913, in Book 3 of Maps, at page 7, Records of Yolo County.

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PARCEL 15:
BEGINNING at the Southwesterly corner of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 11 North, Range 2 East, M. D. B. & M., and running thence North 14° East along the Western boundary of Reclamation District No. 787, 7,126.0 feet to the North bank of Sycamore Slough; thence Southeasterly down and along said bank of said slough, to a point due North from the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 5, T. 11 N., R. 2 E., thence South 3,834.00 feet to the last named corner; thence West along the center lines of Sections 5 and 6, to the point of beginning, containing 596.8 acres, more or less, being portions of Sections 5 and 6, T. 11 N., R. 2 E., and portions of Sections 31 and 32, T. 12 N., R. 2 East, M. D. B. & M.

EXCEPTING THEREFROM that portion lying within the following described parcel:

Beginning at apoint from which the Township corner common to Townships 11 and 12 North and Ranges 1 and 2 East, M. D. B. & M. bears South 89° 53' 02" West, 2,281.46 feet and running thence from said point of beginning, South 14° 55' 02" West, 2,844.32 feet; South 1° 14' 02" West, 2,335.37 feet to a point from which the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 7, T. 11 N., R. 2 E., M. D. B. & M., bears South 1° 07' 07" West, 1,660.68 feet; thence continuing South 67° 47' 29" East, 180.00 feet; North 2° 35' 33" West, 655.25 feet; North 0° 03' 51" West, 1,785.00 feet; North 13° 54' 14" East, 2, 101.58 feet; North 18° 44' 29" East, 295.68 feet; North 13° 48' 16" East, 2,830.63 feet; and South 14° 55' 02" West, 2,439.33 feet to the point of beginning, and being a parcel of land in Section 6, T. 11 N., R. 2 East, M. D. B. & M., and Section 31, T. 12 N., R. 2 E., M. D. B. & M. and containing 11.035 acres, more or less. BEING PARCEL "B" which was conveyed by River Farms Company of California, a corporation, to Reclamation District No. 108, by Quitclaim in Boundary line Agreement dated September 18, 1952, and recorded December 8, 1952, in Book 381 of Official Records, at page 158,

-continued-

PARCEL 16:
The following lands in Township 11 North, Range 2 East, M. D. B. & M.

The West 1/2; the South fractional 1/2 of the Southeast 1/4; the fractional Northwest 1/4 of the Southeast 1/4 of Section 4;

The South 1/2; the East 1/2 of the Northwest 1/4 of Section 5; and the Northeast 1/4 of Section 5;

The Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 6;

The Northeast 1/4; the East 1/2 of the Northwest 1/4; the North 1/2 of the Southeast 1/4; the Southeast 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 7;

All of Section 8;

All of Section 9;

All that portion of the West 1/2 of Section 10, lying west of Sycamore Slouth;

All that portion of River Garden Farms Subdivision No. 8, as shown on the map thereof filed for record in the office of the Yolo County Recorder on February 3, 1914, in Book 3 of Maps, at page 15, lying within Section 15;

The North 1/2 of Section 16;

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The North 1/2 of Section 17;

The Northeast 1/4 of Northeast 1/4 of Section 18;

EXCEPTING THEREFROM the following seven (7) parcels:

(a) Commencing at the intersection of the Southeasterly right of way line of that certain right of way for a tower line, known as "Drum-Cordelia Line" and granted to Pacific Gas andElectric Company by the Sacramento River Farms Company, by deed recorded in Book 94 of Deeds, at page 303, Yolo County Records, and the center line of a right of way for a pole line known as the District 108 line and granted to Pacific Gas and Electric Company by the Sacramento River Farms Company, and recorded in Book 81 of Deeds, at page 609, Yolo County Records; thence North 65° 09½' West 415.13 feet; thence South 31° 54½ East 282.17 feet; thence North 58° 05½' East 227.61 feet to the place of beginning, containing 76/100 of an acre, conveyed by River Farms Company of California to Pacific Gas and Electric Company, a corporation, by deed dated March 17, 1919, recorded March 22, 1919, in Book 95 of Deeds, at page 193.

(b) Beginning at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 7, Township 11 North, Range 2 East, M. D. B. & M.; thence North 1° 11' East 3896.0 feet along the line dividing the East one-half from the West one-half of the West one-half of said Section 7, to the low-water line of the Southwesterly bank of the main drainage canal of the Knights Landing Ridge Drainage District; thence along the said low water line, South 69° 50' East 549.9 feet to a point which is 520.0 feet measured at right angles Easterly from the aforesaid line dividing the East one-half from the West one-half of the West one-half of said Section 7; thence South 1° 11' West 1949.0 feet along a line which is parallel to and distant 520.0 feet measured at right angles Easterly from the aforesaid line dividing the East one-half from the West one-half of the West one-

-continued-

half of said Section 7 to a point in the center line of the original dredger cut borrow pit of the Fair Ranch Back Levee; thence South 53° 00' East 2627.6 feet along said center line of borrow pit to a point on the Easterly line of the Northwest Quarter of the Southeast one-quarter of said Section 7; thence South 1° 08' East 216.0 feet to the Southeast corner of the said Northwest one-quarter of the Southeast one-quarter of Section 7; thence North 89° 07' West 2650.9 feet along the Southerly boundary of the said Northwest one-quarter of the Southeast Quarter and the Northeast one-quarter of the Southwest one-quarter of said Section 7, containing 93.86 acres. Being tract conveyed by River Farms Company of California, a corporation to J. E. Taylor and W. F. Taylor, by deed dated September 18, 1944, and recorded October 13, 1944, in Book 205 of Official Records, at page 93.

(c) Beginning at a point on the Easterly boundary of the Southeast one-quarter of the Northwest one-quarter of Section 17, Township 11 North, Range 2 East, M. D. B. & M., where said boundary is intersected by the center line of the original dredger cut borrow pit of the Fair Ranch Back Levee; thence North 53° 00' West 7552.5 feet to a point which is 520.0 feet measured at right angles Easterly from the line dividing the East one-half from the West one-half of West one-half of Section 7, Township 11 North, Range 2 East, M. D. B. & M., thence leaving said borrow pit, North 1° 11' East 1949.0 feet along a line parallel to and distance 520.0 feet measured at right angles Easterly from the aforesaid line dividing the East one-half from the West one-half of the West one-half of said Section 7, to the low water line of the Southwesterly bank of the Main Drainage Canal of the Knights Landing Ridge Drainage District; thence along the said low water line, South 59° 20' East 7029.4 feet to the mid-section line running Northerly and Southerly through the center of Section 8, Township 11 North, Range 2 East, M. D. B. & M.; thence leaving the low water line of said drainage canal, South 1° 06' West 2909.0 feet along the said mid-section line running Northerly and Southerly through the center of Section 8, to the point of beginning, containing 341.19 acres. being tract of land conveyed by River Farms Company of California, a corporation to John Christopher Cooling and Evelyn Cooling, by deed dated September 18, 1944, and recorded October 13, 1944, in Book 205 of Official Records, at page 96. Micro Fiched

(d) Beginning at the Southeast corner of the Northwest one-quarter of Section 17, Township 11 North, Range 2 East, M. D. B. & M.; thence North 88° 56½' West 2661.4 feet along the Southerly line of said Northwest one-quarter of Section 17, to the one-quarter section corner at the Southwest corner of the said Northwest one-quarter of Section 17; thence North 1° 11½' East 1341.5 feet along the Westerly boundary of said Section 17, to the Southeast corner of the Northeast one-quarter of the Northeast one-quarter of Section 18, Township 11 North, Range 2 East, M. D. B. & M.; thence North 89° 25' West 1331.4 feet to the Southwest corner of said Northeast one-quarter of the Northeast one-quarter of Section 18; thence North 1° 08' East 2870.4 feet along the line dividing the East one-half from the West one-half of the East halves of Sections 18 and 7; Township 11 North, Range 2 East, M. D. B. & M., to the center line of the original dredger cut borrow pit of the Fair Ranch Back Levee thence South 53° 00' East 4924.9 feet along the said center line of dredger cut borrow pit to the Easterly boundary of the Southeast one-quarter of the Northwest one-quarter of said Section 17; thence South 1° 06' West 1310.0 feet along the said Easterly boundary of the Southeast one-quarter of the Northwest one-quarter of Section 17 to the point of beginning, containing 211.63 acres. Being tract of land conveyed by River Farms Company of California, a corporation, to Bruce W. Tolson and Thomas Tolson, by deed dated September 18, 1944, and recorded October 13, 1944, in Book 205 of Official Records, at page 99.

-continued-

(e) Beginning at a point which is South 88° 56' East, 60.0 feet from the center of Section 17, Township 11 North, Range 2 East, M. D. B. & M.; said point of beginning being on the East boundary of that certain right of way for a County Road, deeded by River Farms Company of California, to County of Yolo, on January 10, 1935, by a right of way deed which is recorded in Book 71 of Official Records, at page 193, Yolo County Records; thence from said point of beginning, North 1° 06' East 1250.0 feet along the said East boundary of County Road to the center line of the original dredger cut borrow pit of the Fair Ranch Back Levee; thence along the center line of said dredger cut borrow pit on the following courses, South52° 50' East 1600.0 feet; South 62° 30' East 400 feet, and South 88° 30' East 2789.0 feet thence leaving the said center line of borrow pit, South 1° 30' West 123.0 feet to the line running Easterly and Westerly between the North half and the South half of Section 16, of above mentioned Township; thence North 88° 30' West 1845.0 feet to the Southwest corner of the Northwest 1/4 of said Section 16; thence North 88° 56' West 2594.6 feet to the point of Beginning, and containing 32.14 acres. Being tract of land conveyed by River Farms Company of California, to John F. Anderson and Bessie Catherine Anderson, by deed dated September 18, 1944, and recorded October 18, 1944, in Book 205 of Official Records, at page 140.

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(f) Beginning at the Southeast corner of the Northeast one-quarter of section 16, Township 11 North, Range 2 East, M. D. B. & M.; thence North 88° 30' West 3425.0 feet along the line dividing the North one-half from the South one-half of said Section 16; thence leaving said line, North 1° 30' East 123.0 feet to the center line of the original dredger cut borrow pit of the Fair Ranch Back Levee; thence along the center line of said dredger cut borrow pit on the following courses: North 88° 30' West 2789.0 feet; North 62° 30' West 400.0 feet and North 52° 50' West 1600.0 feet; thence leaving said center line of dredger cut borrow pit, North 1° 06' East 2919.0 feet along a line that is parallel to and distance 60.0 feet measured at right angles Easterly from the mid-section line running Northerly and Southerly through the centers of Sections 17 and 8, Township 11 North, Range 2, East, M. D. B. & M., to the low water line of the Southwesterly bank of the Main Drainage Canal of Knights Landing Ridge Drainage District; thence along said low water line South 52° 00' East 2970.0 feet and South 65° 05' East 5998.0 feet to the point of beginning, containing 295.98 acres of land. Being a tract of land conveyed by River Farms Company of California, a corporation, to Joseph John Anderson and Vesta Elvene Anderson, dated September 18, 1944, and recorded October 18, 1944, in Book 205 of Official Records, at page 143.

(g) EXCEPTING THEREFROM that portion of the E. ½ of the SW 1/4 of Section 6, T. 11 N., R. 2 E lying within the following described parcel:

Beginning at a point from which the Township corner common to Townships 11 and 12 North and Ranges 1 and 2 East, M. D. B. & M. bears South 89° 53' 02" West, 2,281.46 feet and running thence from said point of beginning, South 14° 55' 02" West, 2,844.32 feet; South 1°14' 02" West, 2,335.37 feet to a point from which the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 7, T. 11 N., R. 2 E., M. D. B. & M., bears South 1° 07' 07" West, 1,660.68 feet; thence continuing South 67° 47' 29" East, 180.00 feet; North 2° 35' 33" West, 655.25 feet; North 0° 03' 51" West, 1,785.00 feet; North 13° 54' 14" East, 2,101.58 feet; North 18° 44' 29" East, 295.68 feet; North 13° 48' 16" East, 2,830.63 feet; and South 14° 55' 02" West, 2,439.33 feet to the point of beginning, and being a parcel of land in Section 6, T. 11 N., R. 2 East, M. D. B. & M., and Section 31, T. 12 N., R. 2 E., M. D. B. & M. and containing 11.035 acres, more or less. BEING PARCEL "B" which was conveyed by River Farms Company of California, a corporation, to Reclamation District No. 108, by Quitclaim in Boundary line Agreement dated September 18,

1952, and recorded December 8, 1952, in Book 381 of Official Records, at page 158.

PARCEL 17:
The following described lands situate in Township 12 North, Range 2 East, M. D. B. & M.

The fractional Southeast 1/4 of the Southwest 1/4; the South 1/2 of the Southeast 1/4, and fractional North 1/2 of the Southeast 1/4 of Section 32.

The South 1/2 of the Southwest 1/4; the fractional North 1/2 of the Southwest 1/4; the fractional Southwest 1/4 of the Southeast 1/4 and the fractional Northwest 1/4 of the Southeast 1/4 of Section 33.

PARCEL 18:
A parcel of land indicated "Reserved" lying South and East of Lot 580 as shown on the map of River Garden Farms Subdivision No.7, filed for record in the office of the Yolo County Recorder on October 6, 1913, in Book 3 of Maps, at page 4.

NOTE: This Property Search Guarantee is limited to the above described property which is designated as Parcels 1 thru 4 as Assessor's Parcel Nos. 019-011-08, 019-011-09, 019-012-12, 019-020-10, 019-020-11, 019-020-13, 019-020-14, 019-020-21, and 019-020-22. and 19-011-10

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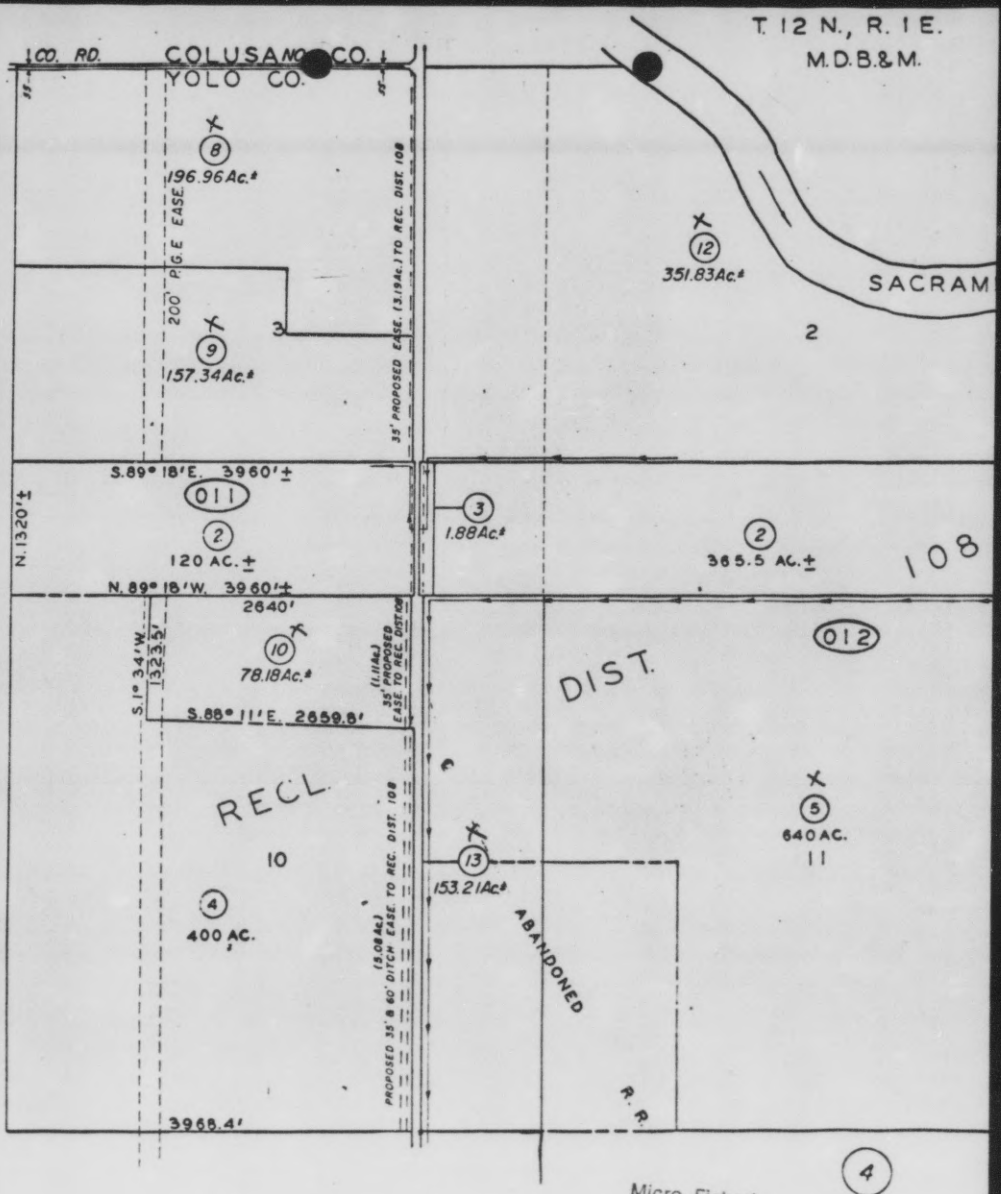
As to Parcel Nos. 5 thru 9 which is Assessor's Parcel Nos. 019-012-05, 019-012-09, 019-012-13, 019-012-14, 019-012-15, 019-041-06, 019-041-07, 019-041-08, 019-041-09, 019-042-02, 019-042-07, 019-042-08, 019-042-11, 019-051-02, 019-051-04, and 019-431-02.

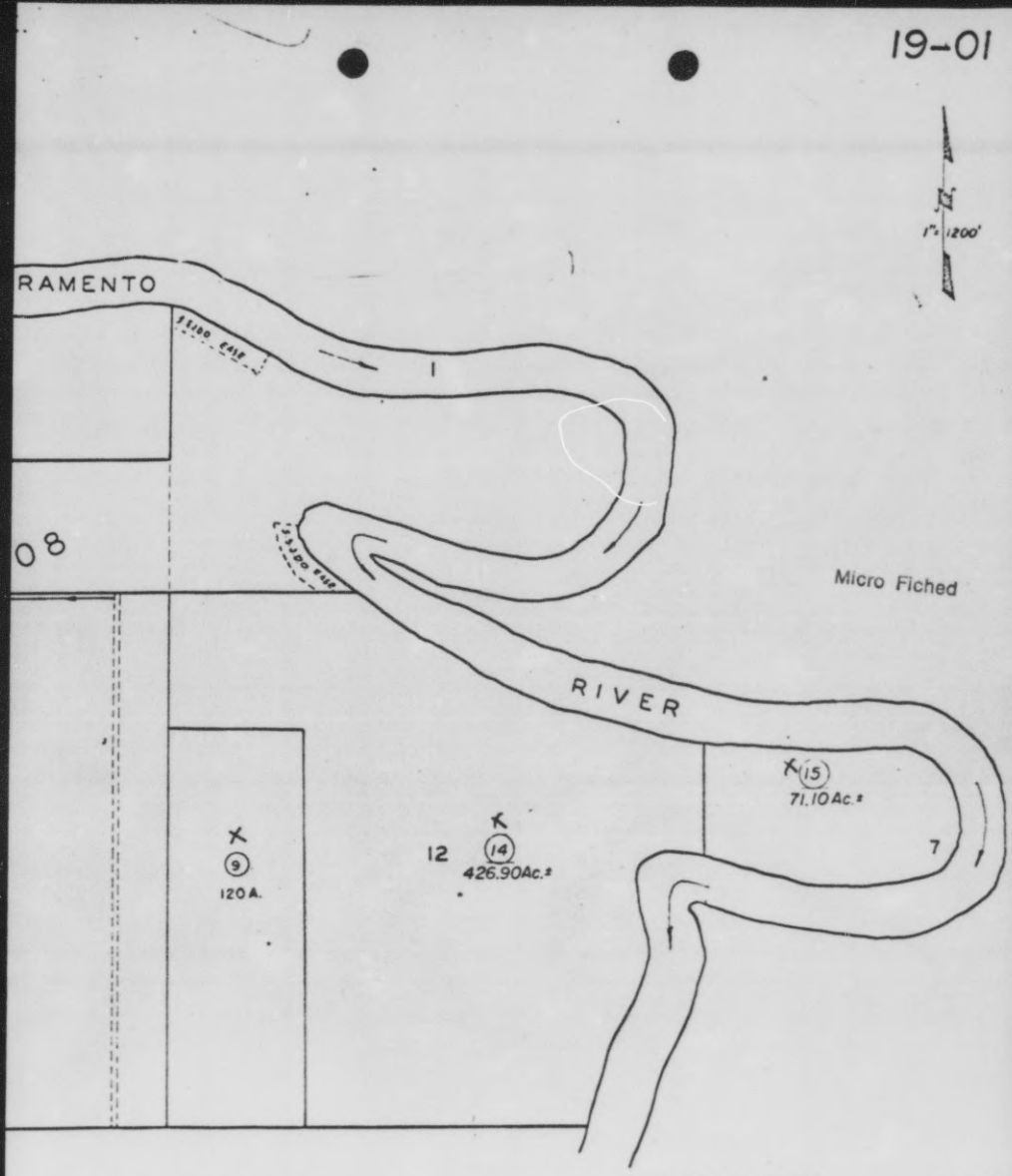
As to Parcels 10 thru 18 which is Assessor;s Parcel Nos. 019-421-01, 019-422-02, 019-422-03, 019-422-05, 019-422-06, 019-422-07, 019-422-08, 019-431-05, 019-431-06, 019-431-07, 019-441-02, 019-441-03, 019-441-04, 019-441-06, 019-441-07, 019-441-15, 019-442-01, 019-451-01, 019-451-03, 019-451-04, 019-451-05, 019-451-06, 019-451-07, 019-451-09, 019-451-10, 019-451-11, 019-451-12, 019-451-13, 019-452-01, 019-452-02, 019-452-03, 019-452-04, 019-452-05, 019-452-06, and 019-452-07.



19-01

JULY 1950

19-01



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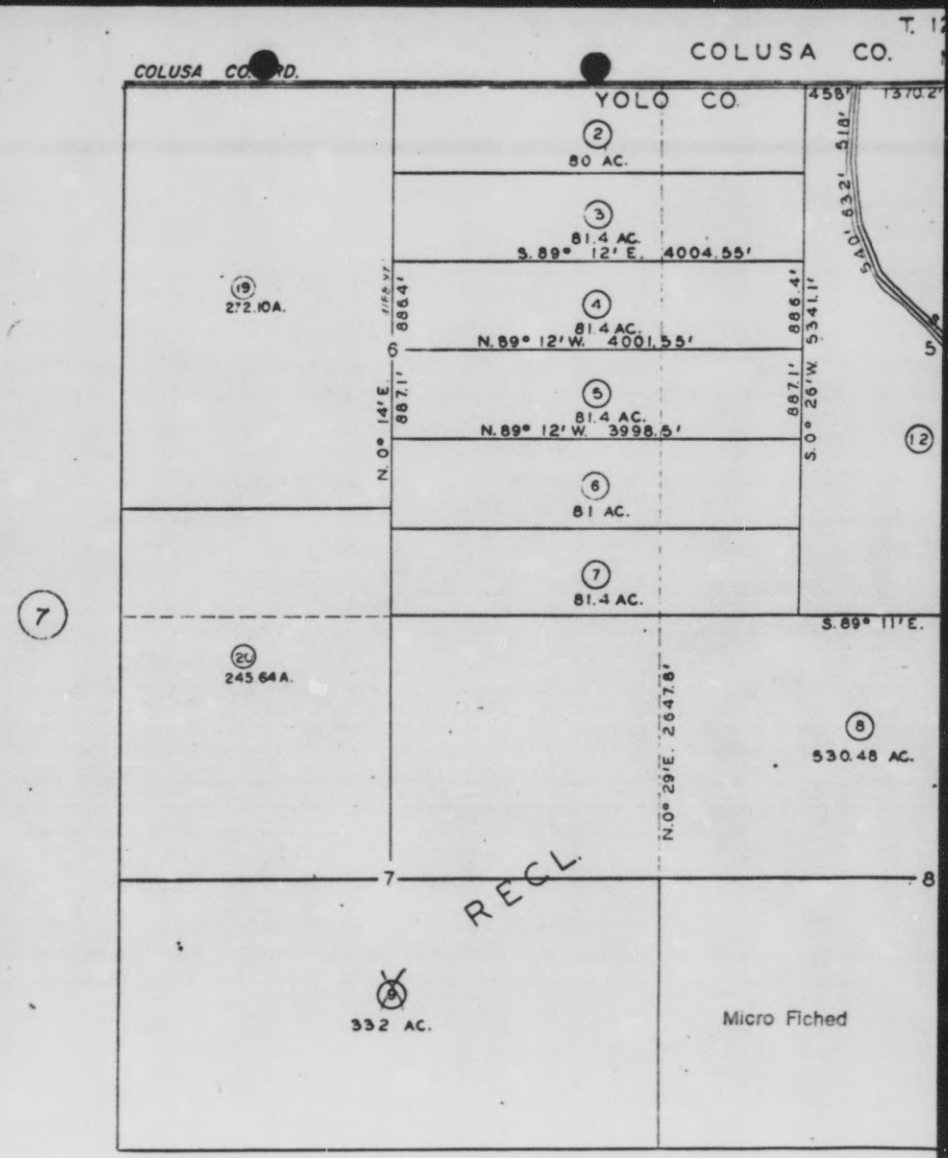
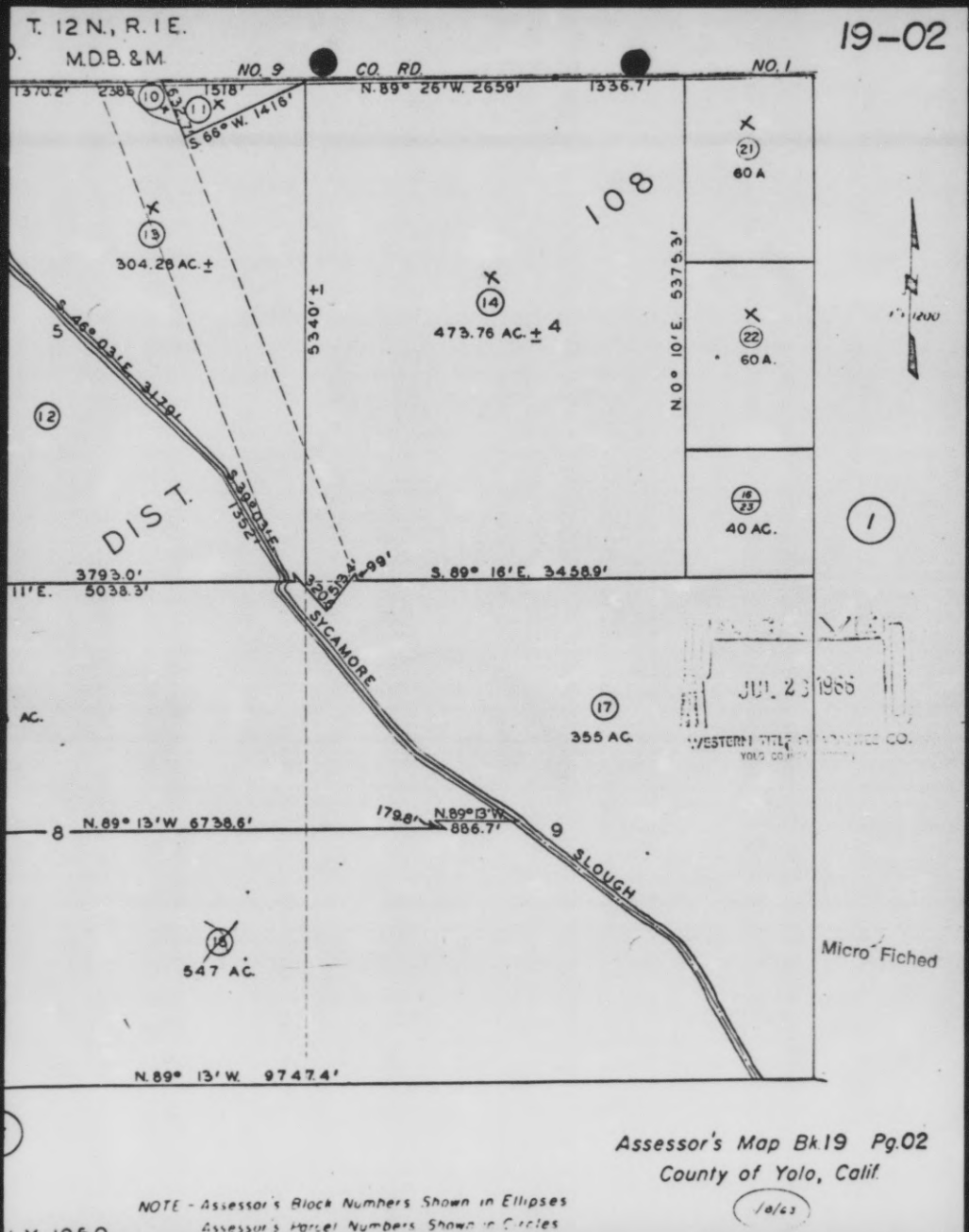
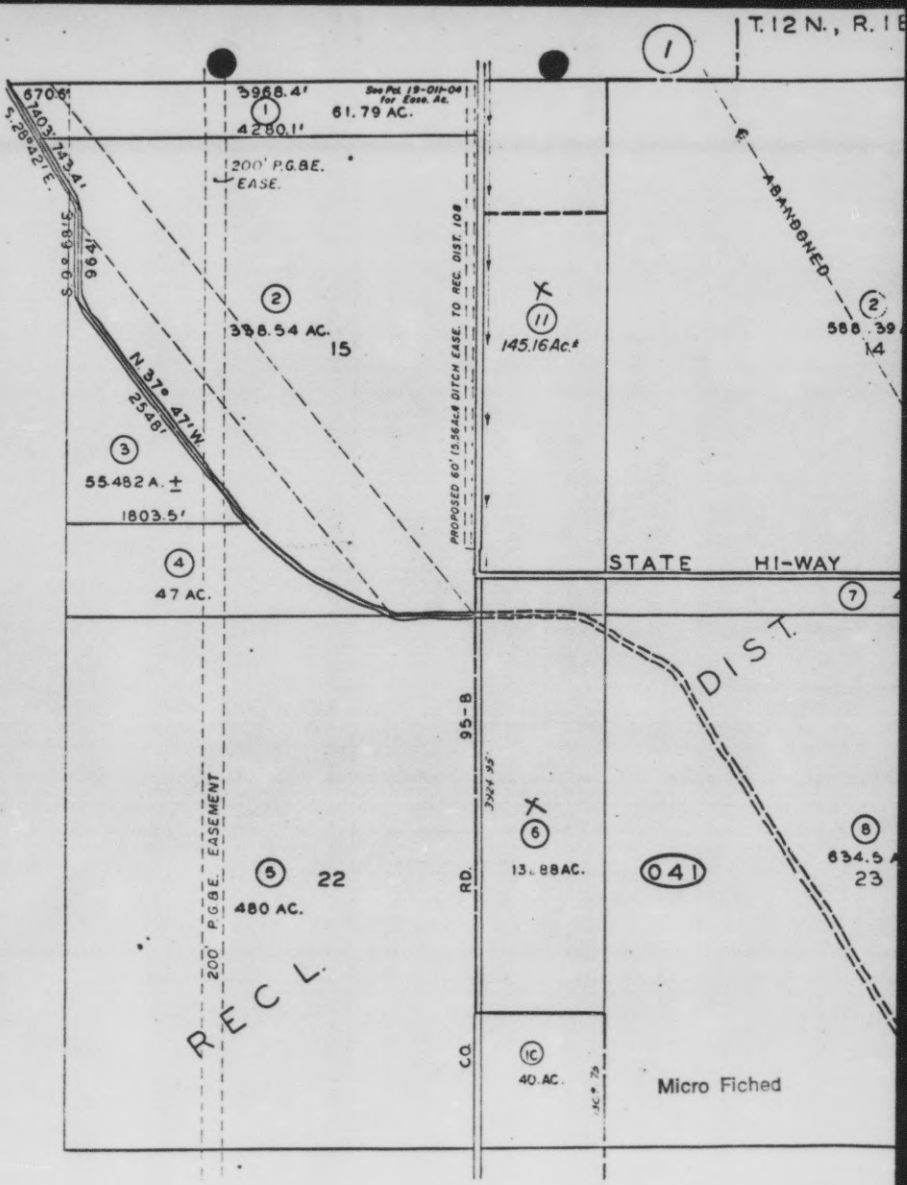
ASSESSOR'S MAP
BOOK 19 PAGE 01
COUNTY OF YOLO, CAL.

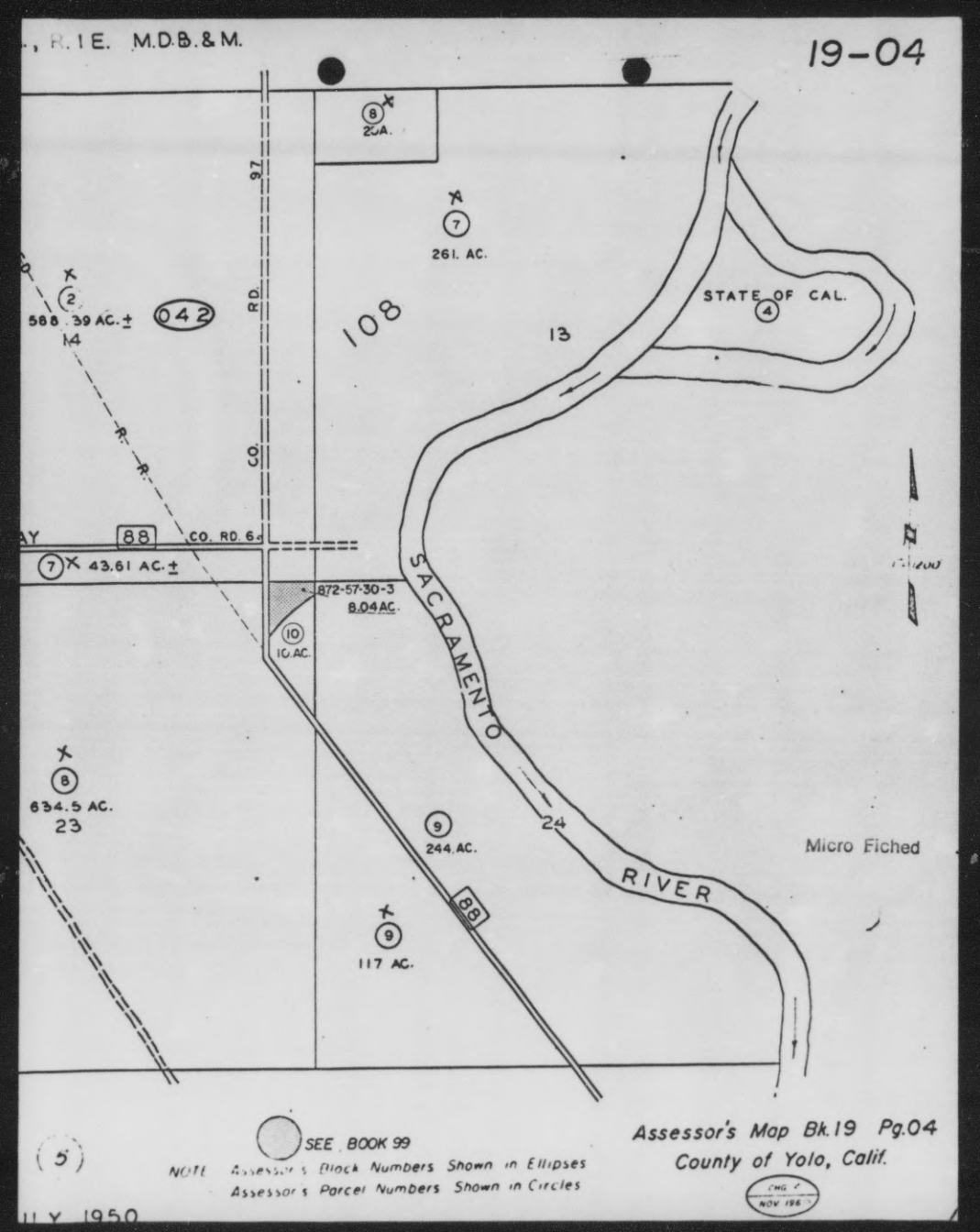
CHG ?
JAN 1970

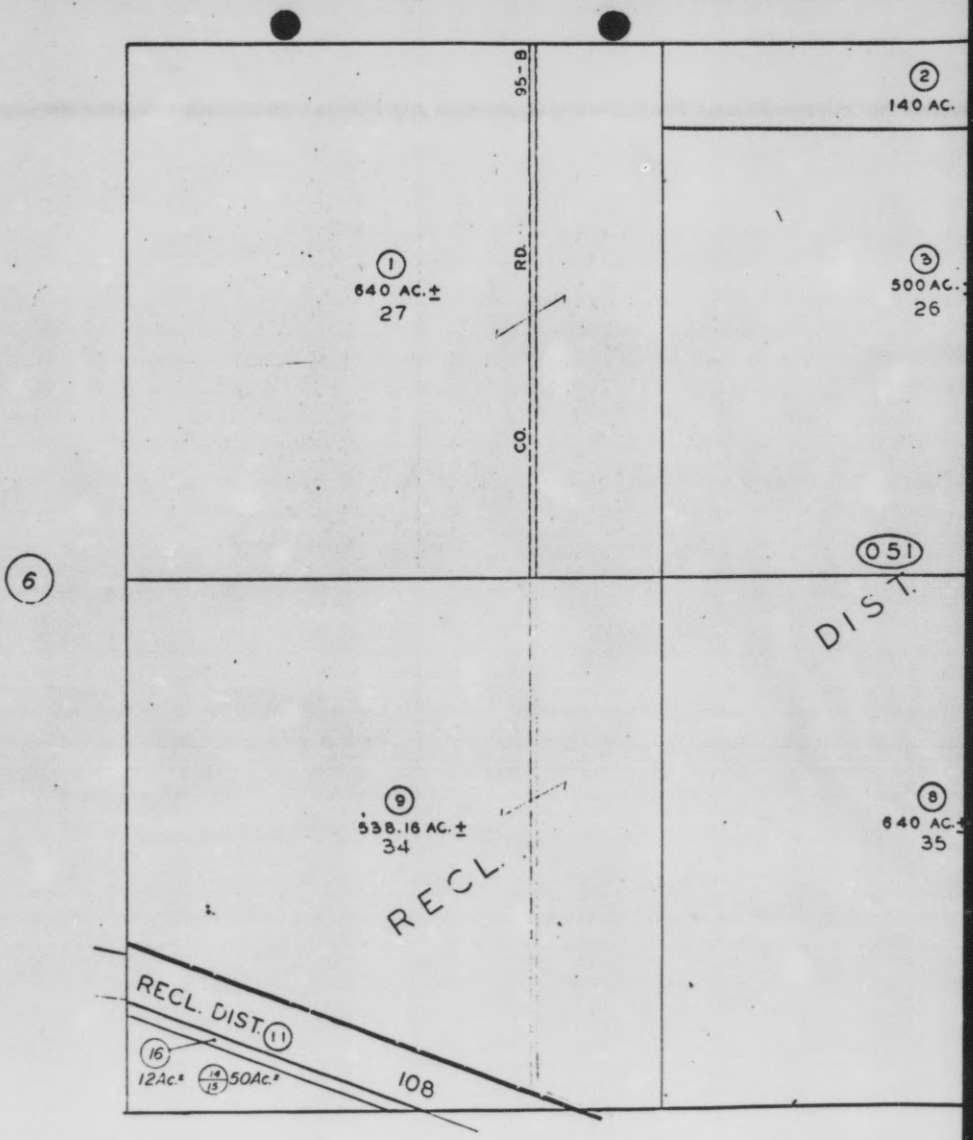


19-02 T.J.B. JULY 19


T. 12 N., R. 1 E.
M.D.B.&M.
19-02
NO. 9
CO. RD.
NO. 1
1370.2'
2385'
1518'
N. 89° 26' W. 2659'
1336.7'
S. 66° W. 1416'
304.28 AC. ±
5340' ±
473.76 AC. ± 4
108
N. 0° 10' E. 5375.3'
60 A
60 A.
40 AC.
S. 46° 03' E. 3139'
DIST.
S. 39° 11' E. 1352'
3793.0'
11' E. 5038.3'
S. 89° 16' E. 3458.9'
SYCAMORE
AC.
355 AC.
JUL 23 1965
WESTERN TITLE GUARANTEE CO.
N. 89° 13' W. 6738.6'
1798'
N. 89° 13' W. 886.7'
SLOUGH
547 AC.
N. 89° 13' W. 9747.4'
Micro Fiched
Assessor's Map Bk. 19 Pg. 02
County of Yolo, Calif.
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
LY 1950


T.12 N., R.1E
1
3968.4'
4280.1'
61.79 AC.
See Pct. 19-011-04 for Ease. Ac.
200' P.G.&E. EASE.
670.6'
1403.7'
S.28°42'E.
2434.1'
S.69°00'E.
964'
2
388.54 AC.
15
N.37° 47'W.
2548'
3
55.482 A. ±
1803.5'
4
47 AC.
PROPOSED 60' (3.364±) DITCH EASE. TO REC. DIST. 108
X
11
145.16 Ac.±
ABANDONED
2
588.39
14
STATE HI-WAY
7
3
DIST.
95-B
RD.
X
6
13.88AC.
041
8
634.5 A
23
5
22
480 AC.
200' P.G.&E. EASEMENT
RECL.
CO.
1C
40. AC.
Micro Fiched
5
19-04
JULY 19


-, R. 1 E. M.D.B.&M.
19-04
8
20A.
7
261. AC.
97
RD.
2
588.39 AC.±
042
14
108
13
STATE OF CAL.
4
R. R.
CO.
88
CO. RD. 6
7
43.61 AC.±
872-57-30-3
8.04 AC.
10
10. AC.
SACRAMENTO
RIVER
24
8
634.5 AC.
23
9
244. AC.
88
9
117 AC.
Micro Fiched
SEE BOOK 99
NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
5
Assessor's Map Bk. 19 Pg. 04
County of Yolo, Calif.
CHG. 1
NOV 196
JULY 1950



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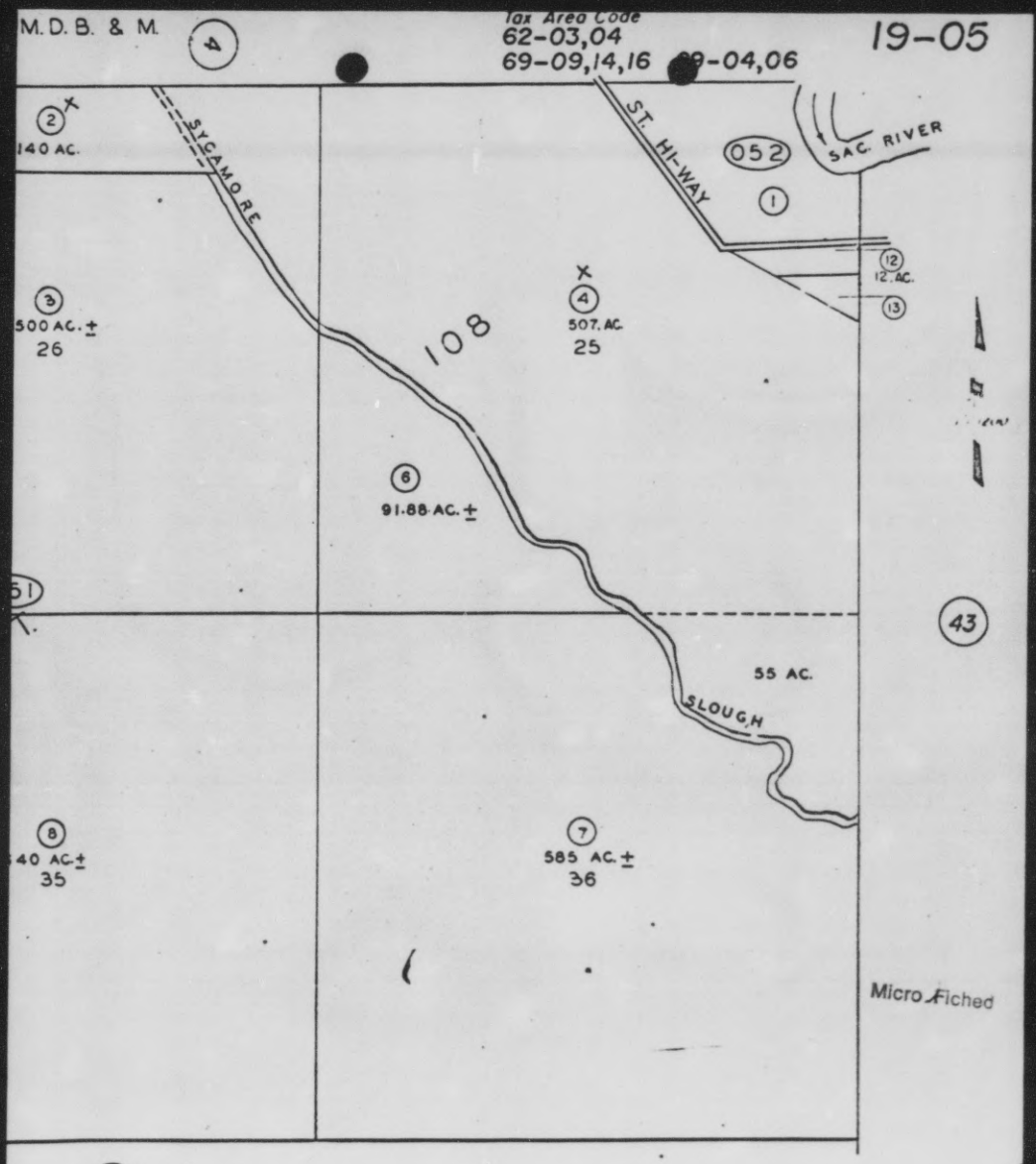
19-05 T. J. B.

JULY 19

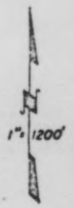

M.D.B. & M.
4
Tax Area Code
62-03,04
69-09,14,16
19-04,06
19-05
2
140 AC.
SYCAMORE
ST. HI-WAY
052
SAC. RIVER
1
12
12. AC.
13
3
500 AC. ±
26
108
4
507. AC.
25
6
91.88 AC. ±
51
43
55 AC.
SLOUGH
8
40 AC. ±
35
7
585 AC. ±
36
Micro Fiched
26
Assessor's Map Bk. 19 Pg. 05
County of Yolo, Calif.
NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
1/23/64
LY 1950

T. 12 N., R. 2 E. M.D.B.
Micro Fiched
SACRAMENTO
RECLAMATION DIST
CO. RD.
HI-WY
STATE
CO. RD.
43
44
422
421
88
19-42

D. S. & M.

TAX CODE AREA 69-02

19-42

PART RIVER GARDEN FARMS SUB. 7 & 10

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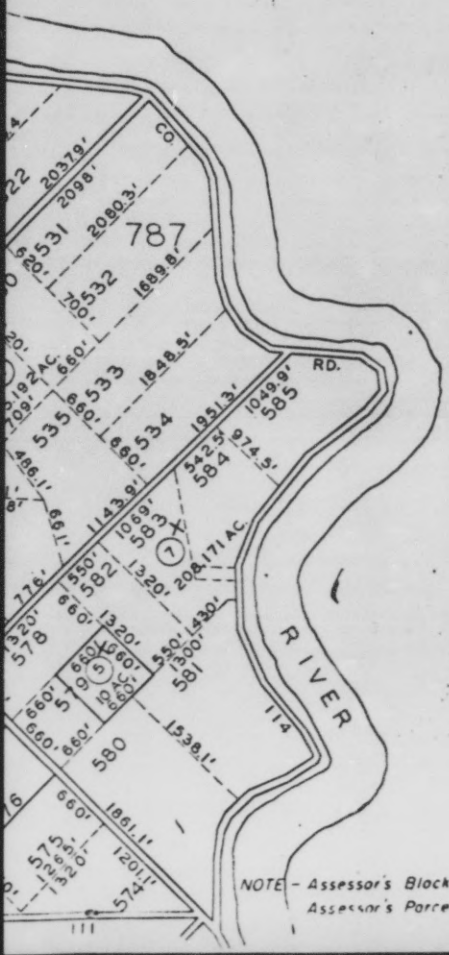


ASSESSOR'S MAP
BOOK 19 PAGE 42
COUNTY OF YOLO, CALIF.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JULY 1950 (3/5/62)

Micro Fiched

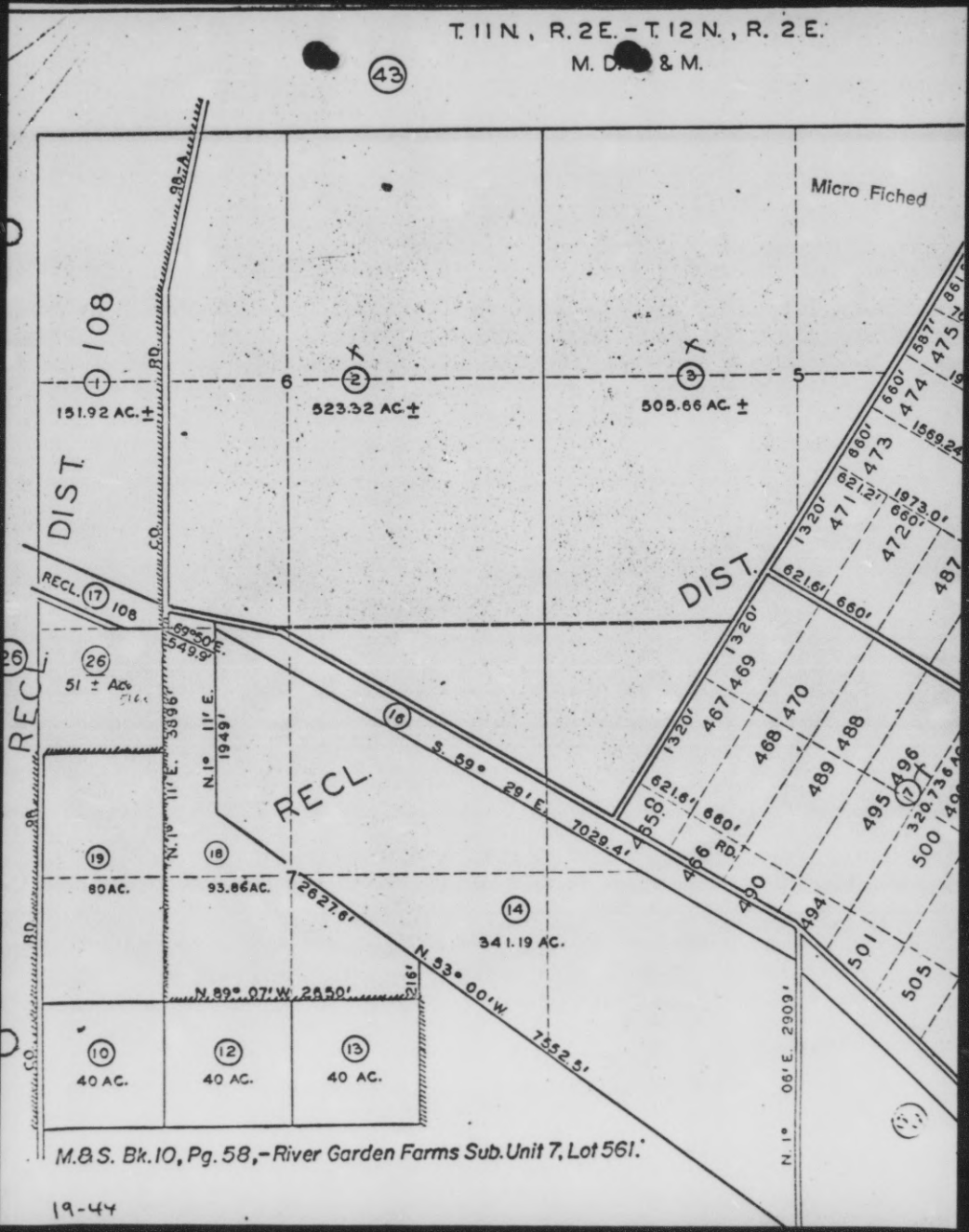
Tax Area Code
69-01,02,09,15

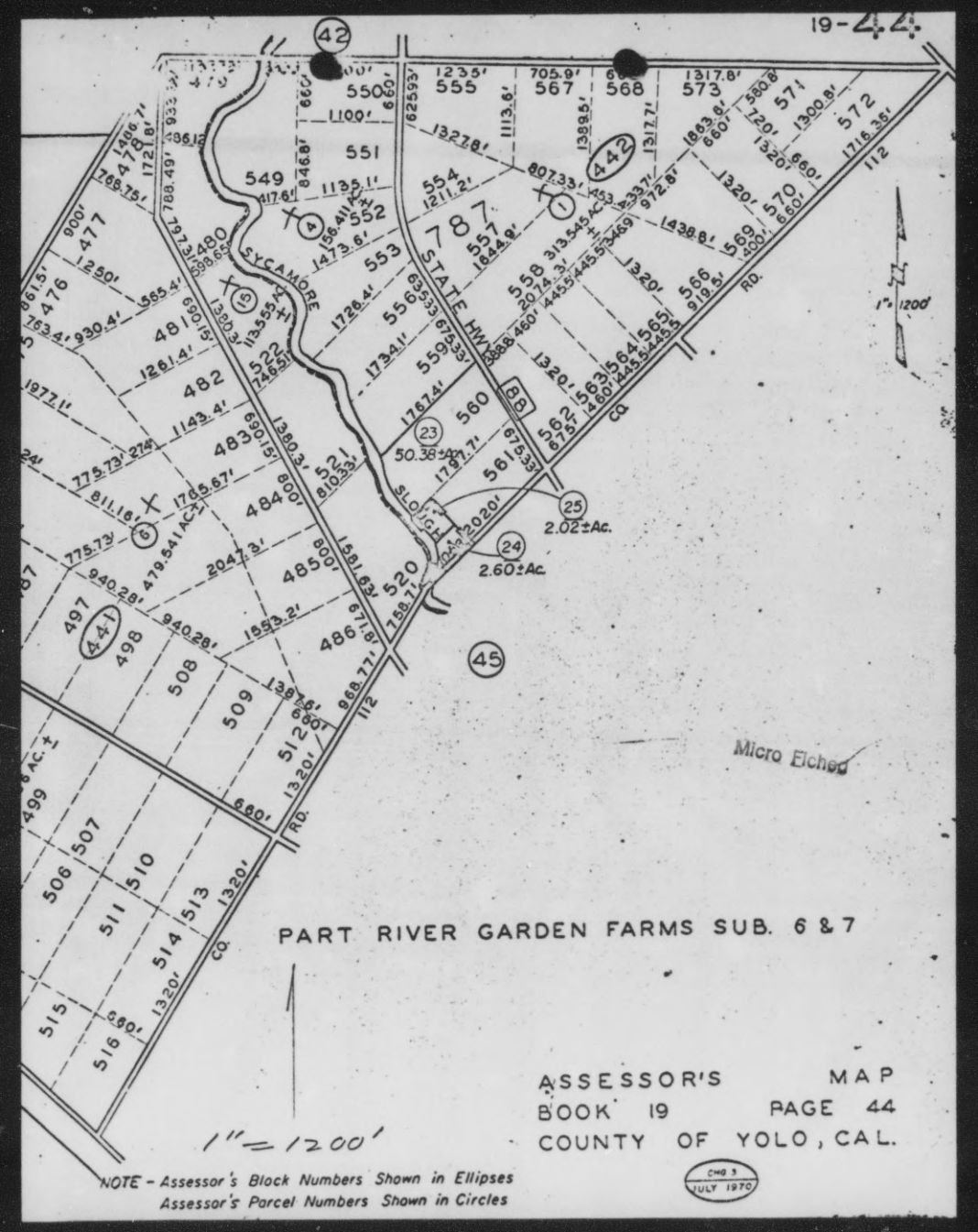
19-43

Assessor's Map Bk. 19 Pg. 43
County of Yolo, Calif.

3/4/63

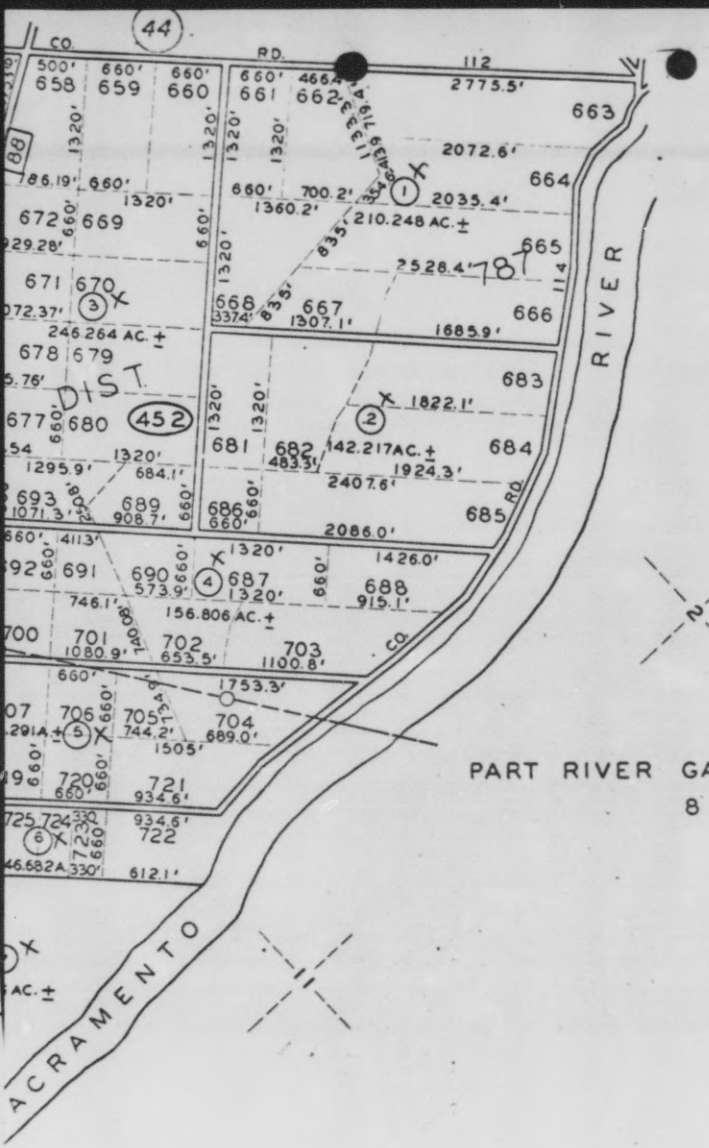
NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles


T. 11 N., R. 2 E. - T. 12 N., R. 2 E.
M. D. B. & M.
43
Micro Fiched
DIST. 108
1
151.92 AC. ±
6
2
523.32 AC. ±
3
505.66 AC. ±
5
DIST.
RECL. 17 108
RECL.
26
51 ± Ac.
16
S. 69° 29' E. 7029.4'
RECL.
19
80 AC.
18
93.86 AC.
7
2627.6'
14
341.19 AC.
N. 89° 07' W. 2450'
216'
N. 53° 00' W. 7552.5'
10
40 AC.
12
40 AC.
13
40 AC.
N. 1° 06' E. 2909'
M. & S. Bk. 10, Pg. 58, - River Garden Farms Sub. Unit 7, Lot 561.
19-44


19-44
PART RIVER GARDEN FARMS SUB. 6 & 7
ASSESSOR'S MAP
BOOK 19 PAGE 44
COUNTY OF YOLO, CAL.
1" = 1200'
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
CHG 3
JULY 1970
Micro Etched
STATE HWY 99
SYCAMORE
SLOUGH
CO. RD. 112
2.02±Ac.
2.60±Ac.
50.38±Ac.
479.541 AC.±
313.545 AC.±

T. 11 N., R. 2 E. - T. 12 N., R. 2 E.
M. D. B. & M.
RECL
379.927 AC. ±
137.388 AC. ±
235.724 A. ±
120.291 A. ±
99.36 AC. ±
40.846 AC. ±
36 AC. ±
4 AC. ±
21.86 Ac.
STATE HI-WAY 88
SLOUGH
SYCAMORE
SACRA
Micro Fiche
53
46
451

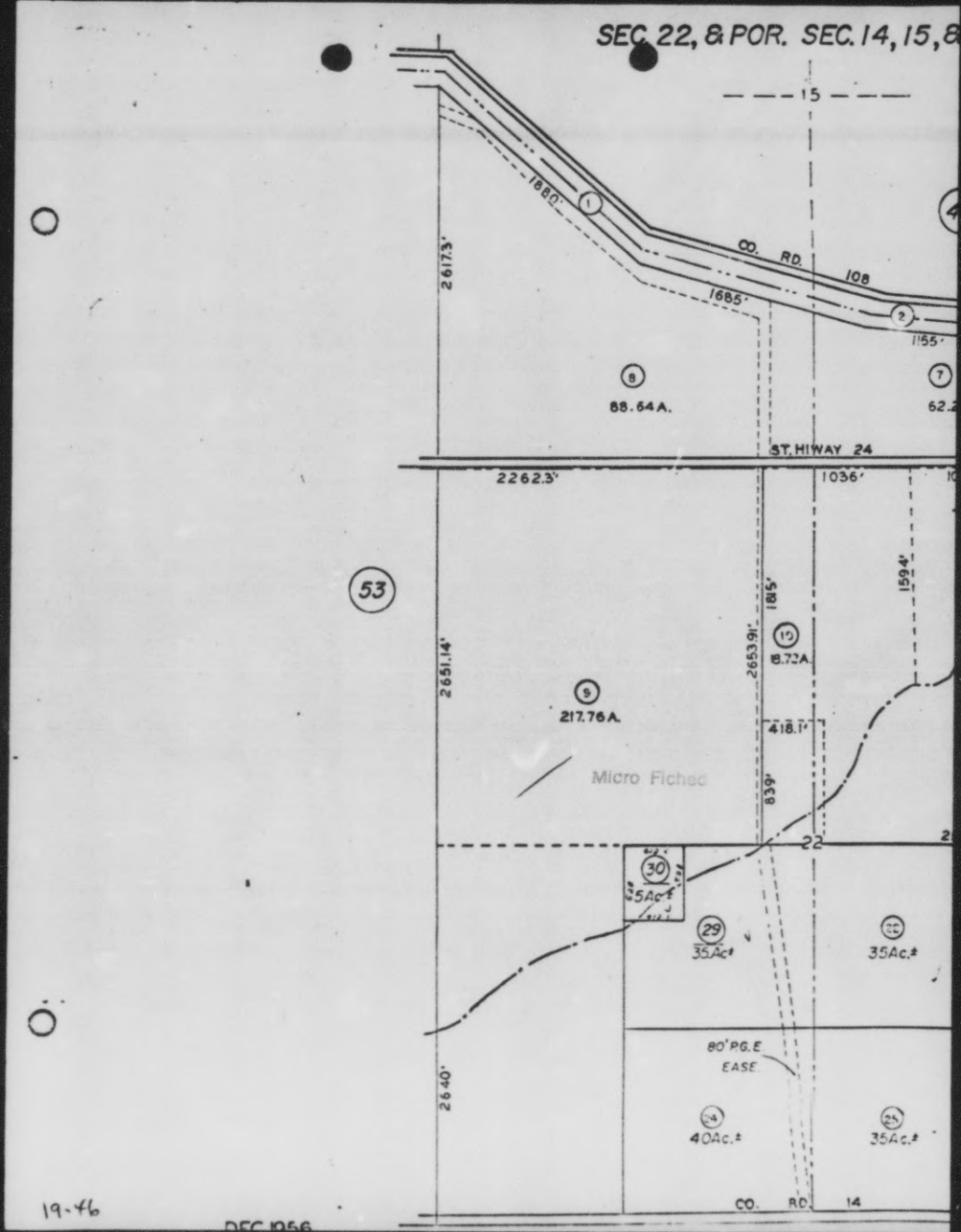
19-45



WESTERN TITLE GUARANTEE CO.

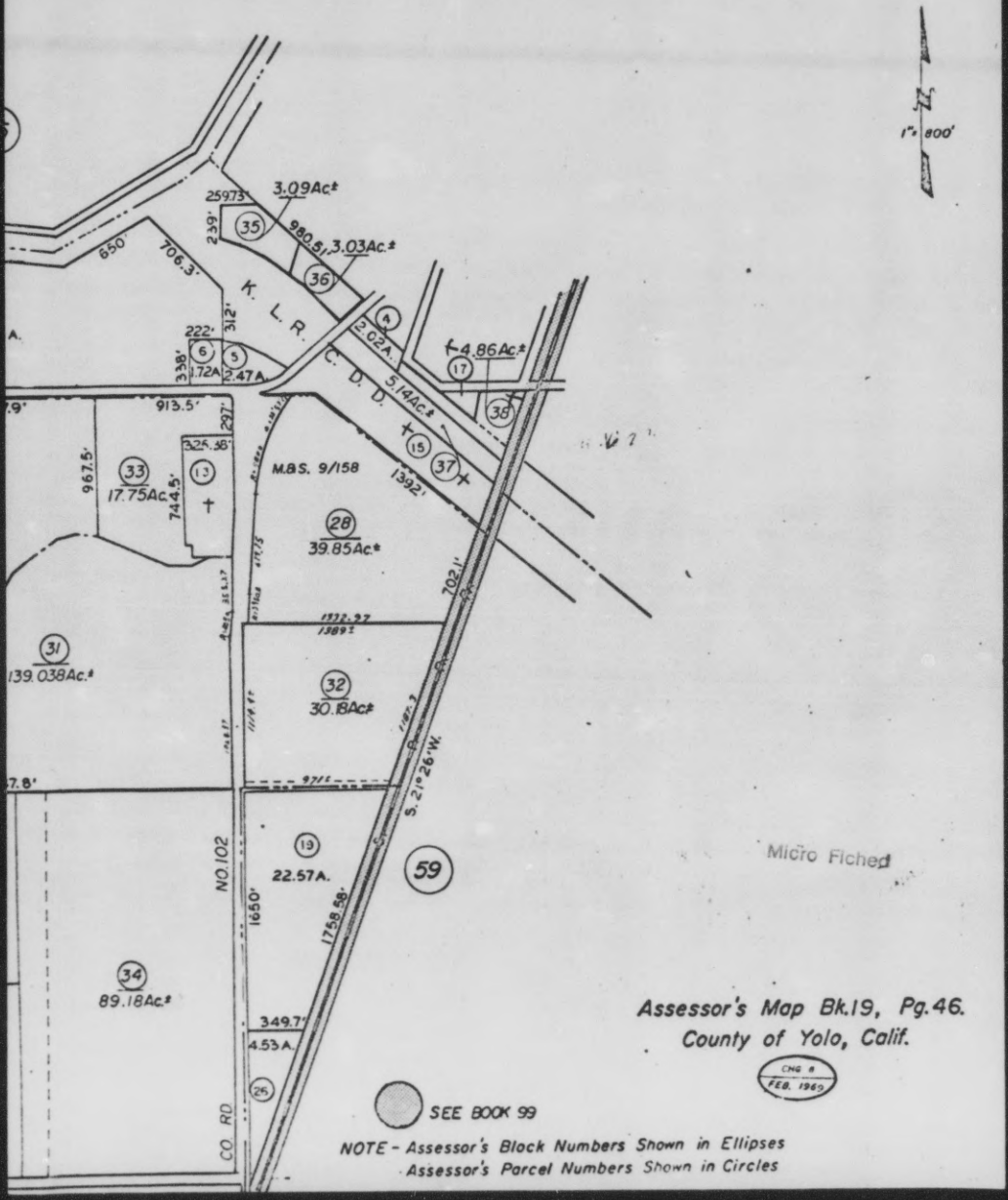
ASSESSOR'S MAP
BOOK 19 PAGE 45
COUNTY OF YOLO, CALIF.

JULY 1950


SEC. 22, & POR. SEC. 14, 15, 8
15
1880'
1
CO. RD. 108
1685'
2
1155'
2617.3'
9
88.64 A.
7
62.2
ST. HIWAY 24
2262.3'
1036'
53
2651.14'
2653.9'
1815'
1594'
15
8.72A.
5
217.76A.
418.1'
839'
Micro Fiche
22
30
35Ac.±
29
35Ac.±
35Ac.±
80' P.G.E
EASE
2640'
24
40Ac.±
25
35Ac.±
CO. RD. 14
19-46
DEC 1956

23, T.11N., R.2E., M.D.B.&M.

19-46

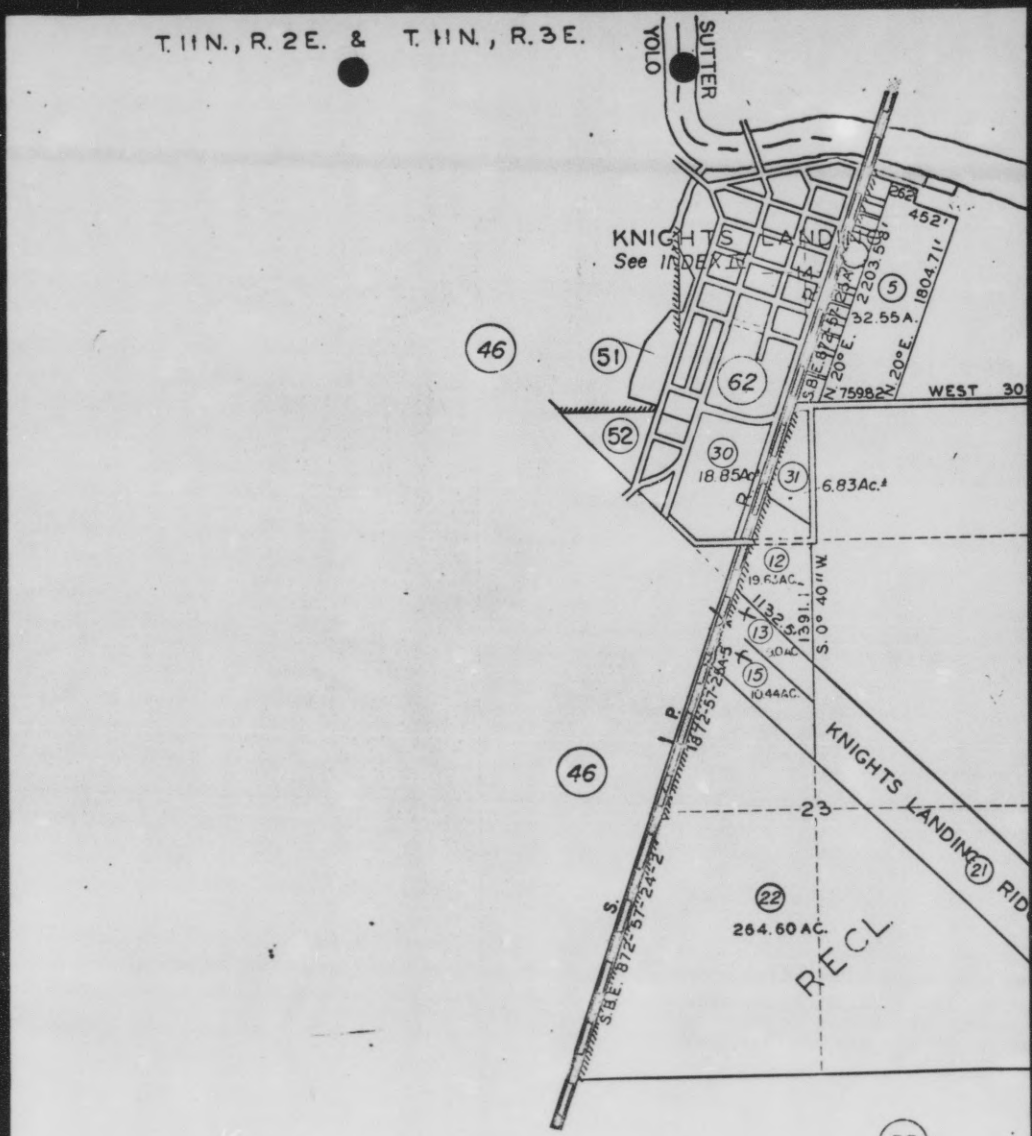


Micro Fiched

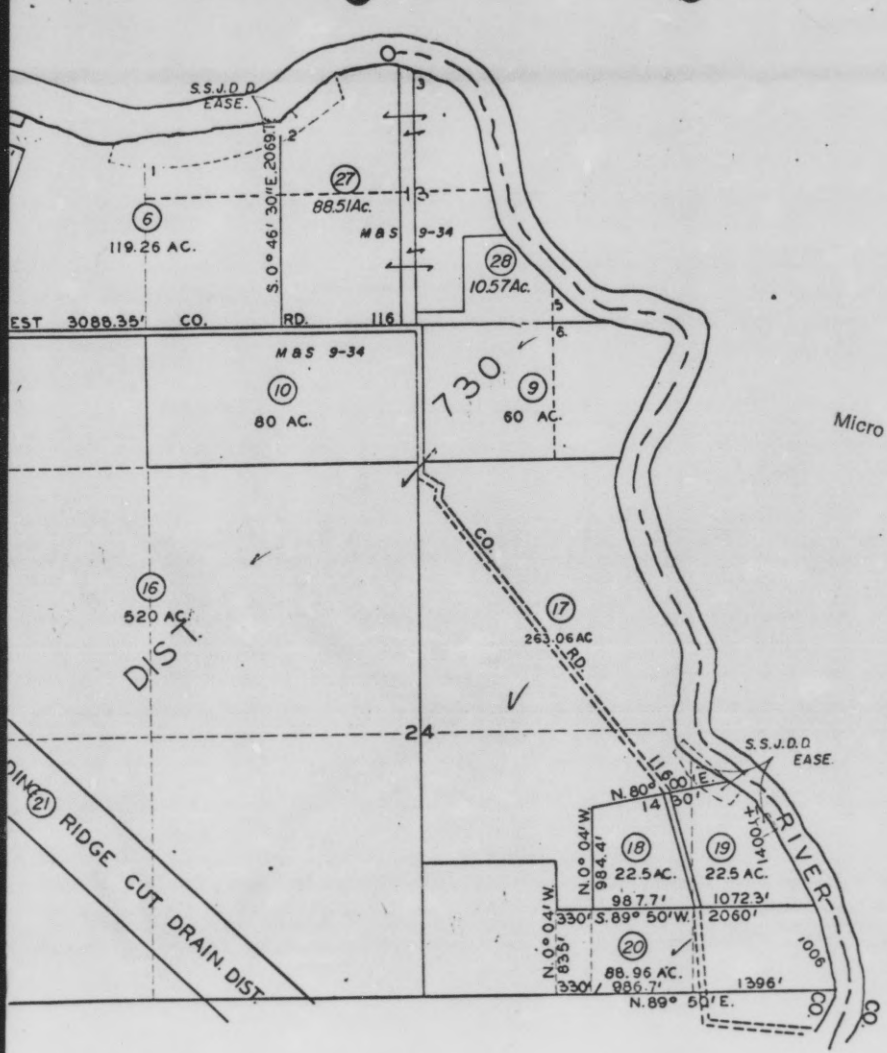
Assessor's Map Bk.19, Pg.46.
County of Yolo, Calif.

CHG 8
FEB. 1969

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles


T.11N., R.2E. & T.11N., R.3E.
YOLO
SUTTER
KNIGHTS LANDING
See INDEX
46
51
62
52
30
18.85Ac.
31
6.83Ac.
5
32.55A.
2203.58'
1804.71'
N 20° E.
N 20° E.
S.B.E. 872.57'
WEST 30
12
19.83AC.
13
15
10.44AC.
1132.59'
1161.1'
S.00° 40" W.
S. P. R.R.
S. 872.57'-24.2'
KNIGHTS LANDING
23
22
264.60 AC.
R.E.C.L.
55
Micro Fiched

19-59



SEE BOOK 99

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

ASSESSOR'S MAP
BOOK 19 PAGE 59
COUNTY OF YOLO, CAL.

CHG. 3
NOV 1961

(Endorsed) Filed FEB 28 1972
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 72-63-A

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this ____ day of _____, 19____, by and between RIVER GARDEN FARMS, INC.
Harry A. Helin, Jr., President
Knights Landing, California 95645
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to # 64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

Subscribed and sworn to before me
this 12th day of February, 1972

Notary Public of Yolo Co, Calif

(SEAL)

OFFICIAL SEAL
THERESA LONG HILE
NOTARY PUBLIC CALIFORNIA
YOLO COUNTY
My Commission Expires Apr. 17, 1974

P. O. Box 313, [illegible] Landing, Calif. 95113

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

River Gardens Farm Inc

By Harry C Helm Jr

President

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 23, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

EXHIBIT "A"

Lots 645, 646, 651 and 652, River Garden Farms Subdivision No. 8, according to the official plat thereof, filed for record in the office of the County Recorder of the County of Yolo, on February 3, 1914, in Book 3 of Maps, at page 15, and containing 40 acres, more or less.

Micro Fiched

AGREEMENT NO. 72-64

Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between

Robert C. Kauffman 819 3rd Woodland 95695
Beverly C. Kauffman 819 3rd St. Woodland 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #8 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 30, 1971, before me the undersigned [redacted] of the County of Yolo, personally appeared Robert E. Kauffman and Beverly C. Kauffman, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30TH day of June, 1971.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1972

Jan L. Krogness
[redacted]

AMENDED

GUARANTEE

68 27244

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64106 Liability $ 140.00 Fee $ No Charge

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ROBERT E. KAUFFMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 30, 1971 , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

By R. H. Morton President

By John W. Kemp Secretary

Countersigned:

Vice President

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 8

Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64106 Effective Date: June 30, 1971

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo, County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Robert E. Kauffman and Beverly C. Kauffman, his wife, as their Community Property.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 11, Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof, ALSO the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 11.

PARCEL 2: The West $\frac{1}{2}$ of the West $\frac{1}{2}$ and the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of Section 13, Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof.

PARCEL 3: The Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 12 North, Range 5 West, M. D. B. &M., according to the official plat thereof.

PARCEL 4: Lots 3, 4, 5, and 6 of Section 36, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof,

PARCEL 5: Lot 38, in Township 12 North, Range 5 West, M. D. B. & M., According to the official plat thereof, and being the same land patented to the California Quicksilver Mining Company, in Patent recorded February 18, 1876, in Book C of Patents, at page 168.

PARCEL 6: Lot 39, in Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof, and being in the same land patented to the California Quicksilver Mining Company, in Patent recorded February 18, 1876, in Book C of Patents, at page 161.

PARCEL 7: Lots 1, 2 and 8 in Section 23, Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof.

PARCEL 8: The Southwest $\frac{1}{4}$ of Section 19, Township 12 North, Range 4 ~~East~~ West, M. D. B. & M., according to the official plat thereof.

continued.....

WESTERN TITLE INSURANCE COMPANY
PROPERTY SEARCH GUARANTEE
SCHEDULE A continued

No. 64106 Effective Date: June 30, 1971

Description - continued.....

PARCEL 9: The Northeast 1/4 of the Northeast 1/4 of Section 14, Township 12 North, Range 5 West, M. D. B. & M., according to the official plat thereof.

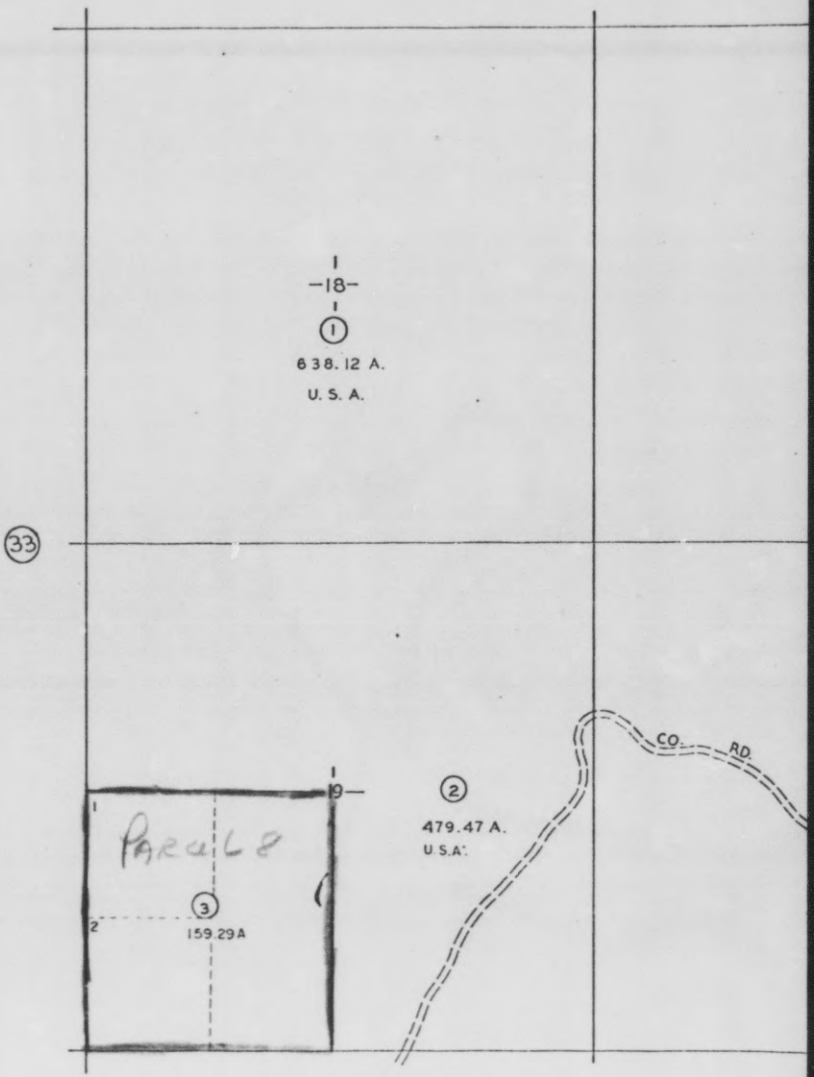
NOTE: This guarantee is limited to the above described property which is designated on the 1970-71 assessment as follows:

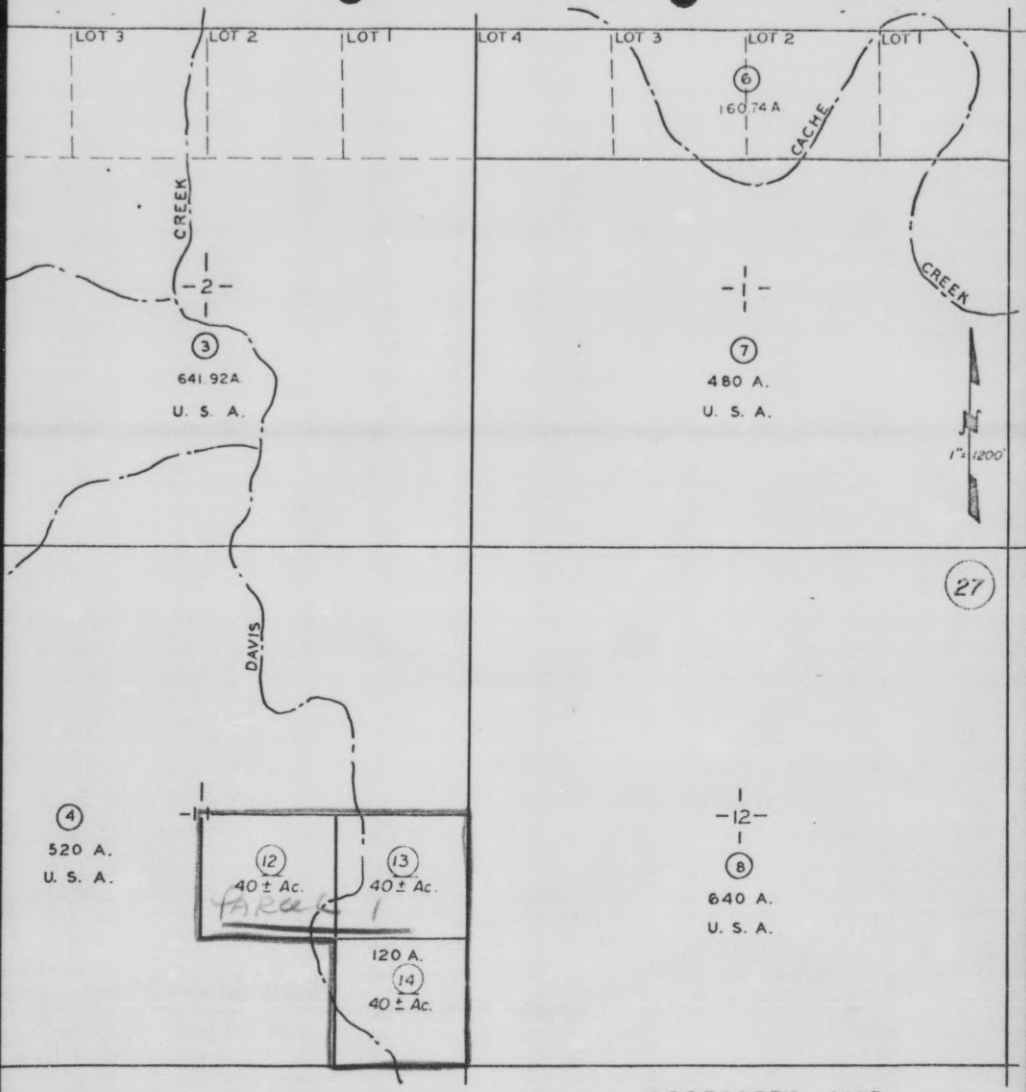
Parcel 1: Assessor Parcels 18-320-12 and 18-320-14 and 18-320-13.
Parcel 2: Portion of Assessors Parcel 18-330-08.
Parcel 3: Portion of Assessors Parcels 18-330-08 and 18-330-19.
Parcel 4: Portion of Assessors Parcel 18-340-18. This parcel is now 18-340-21 PM
Parcel 5: Assessors Parcel 18-340-09.
Parcel 6: Portion of Assessors Parcels 18-330-19 and 18-340-18.
Parcel 7: Portion of Assessors Parcel 18-330-19.
Parcel 8: Assessors Parcel 18-280-03.
Parcel 9: Assessors Parcel 18-330-06.

Micro Fiched

18-28

T. 12 N. R. 4 W. M. D. B. & M.





33

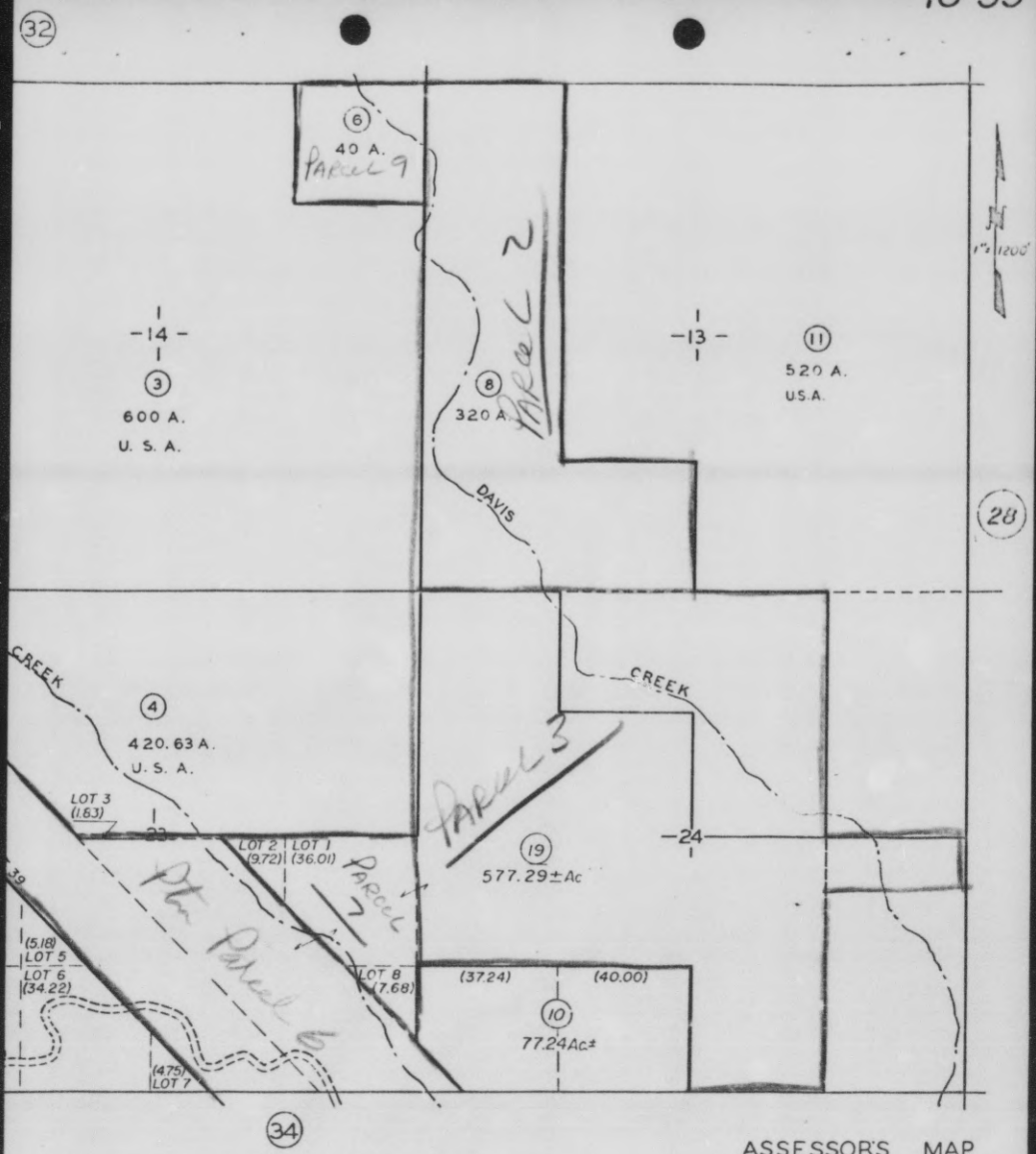
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950

ASSESSOR'S MAP
BOOK 18 PAGE 32
COUNTY OF YOLO, CALIF.

HG 1
DEC 19??

18-33

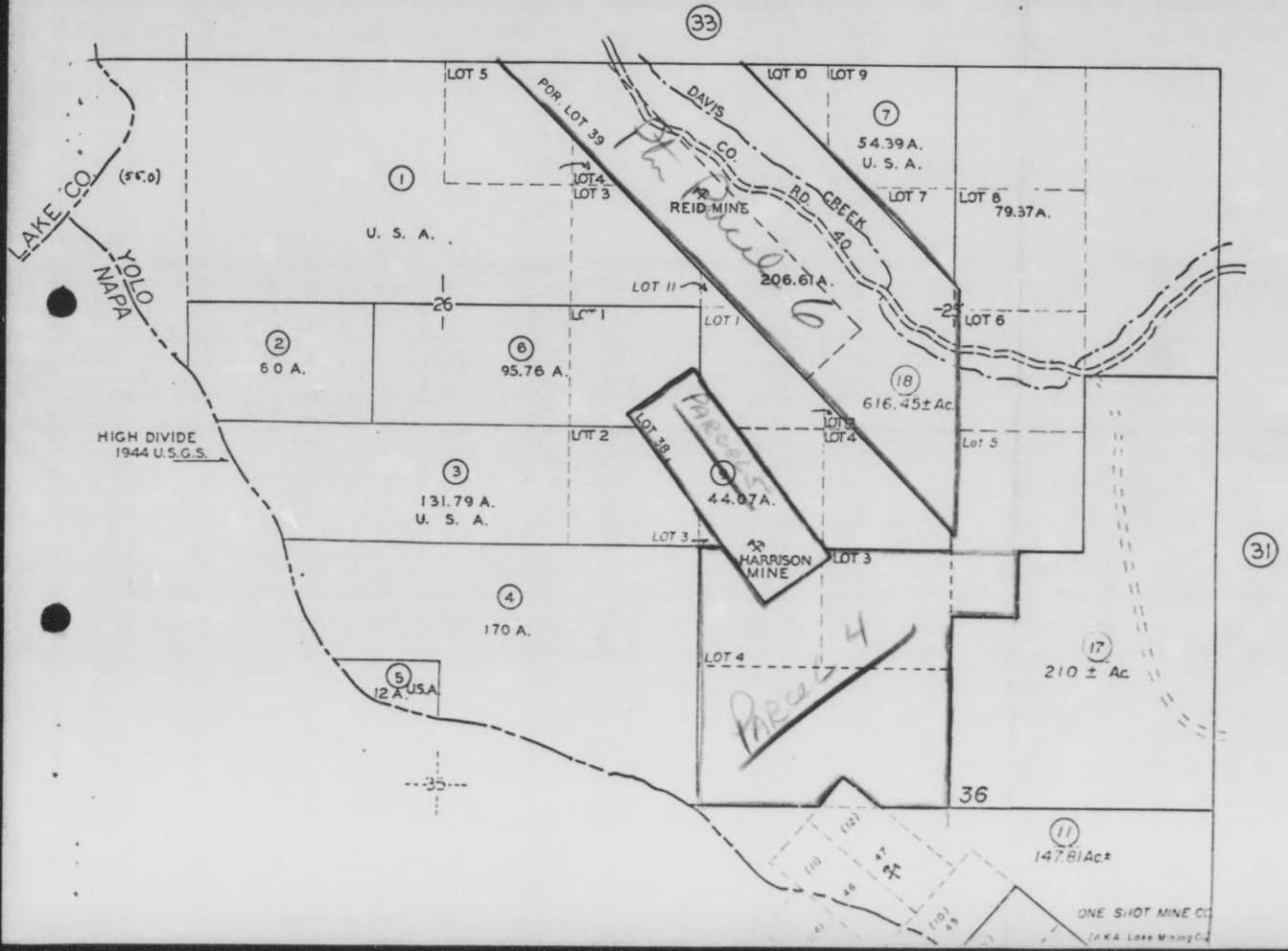


ASSESSOR'S MAP
BOOK 18 PAGE 33
COUNTY OF YOLO, CALI

CHG DEC 1970
DEC 1970

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950


33
LOT 5
POR. LOT 39
DAVIS
CO.
RD.
CREEK
LOT 10
LOT 9
7
54.39 A.
U. S. A.
LOT 7
LOT 8
79.37 A.
LAKE CO.
(56.0)
1
U. S. A.
LOT 4
LOT 3
REID MINE
40
206.61 A.
LOT 11
26
LOT 1
LOT 1
LOT 6
2
60 A.
6
95.76 A.
18
616.45± Ac.
YOLO
NAPA
HIGH DIVIDE
1944 U.S.G.S.
LOT 2
LOT 38
LOT 5
LOT 4
3
131.79 A.
U. S. A.
44.07 A.
LOT 3
HARRISON
MINE
LOT 3
31
4
170 A.
LOT 4
17
210 ± Ac.
5
12 A U.S.A.
35
36
11
147.81 Ac±
ONE SHOT MINE CO.
(A.K.A. Lake Mining Co.)

AGREEMENT NO. 72-65

FEB - 9 1972
(Endorsed) Filed
LAURENCE P. HENIGAN, Clerk
CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between John Adam McCants

3216 Wood Cliff Way Rancho Cordova Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #76 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
JOHN ADAM MC CANTS

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia DEPUTY

Micro Filmed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

On this 30th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Adam McCants

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

RUSSELL MILLSAP
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25876

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64010-B Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RUSSELL MILLSAP
Attorney at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1971, at 5:00 p.m. , in the County of Yolo, State of Califonia.

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clinton Jones
Vice President

By R H Morton President

By John W. Gonzo Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 76 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64010-B Effective Date: June 2, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

The following described property vests in: John Adam McCants

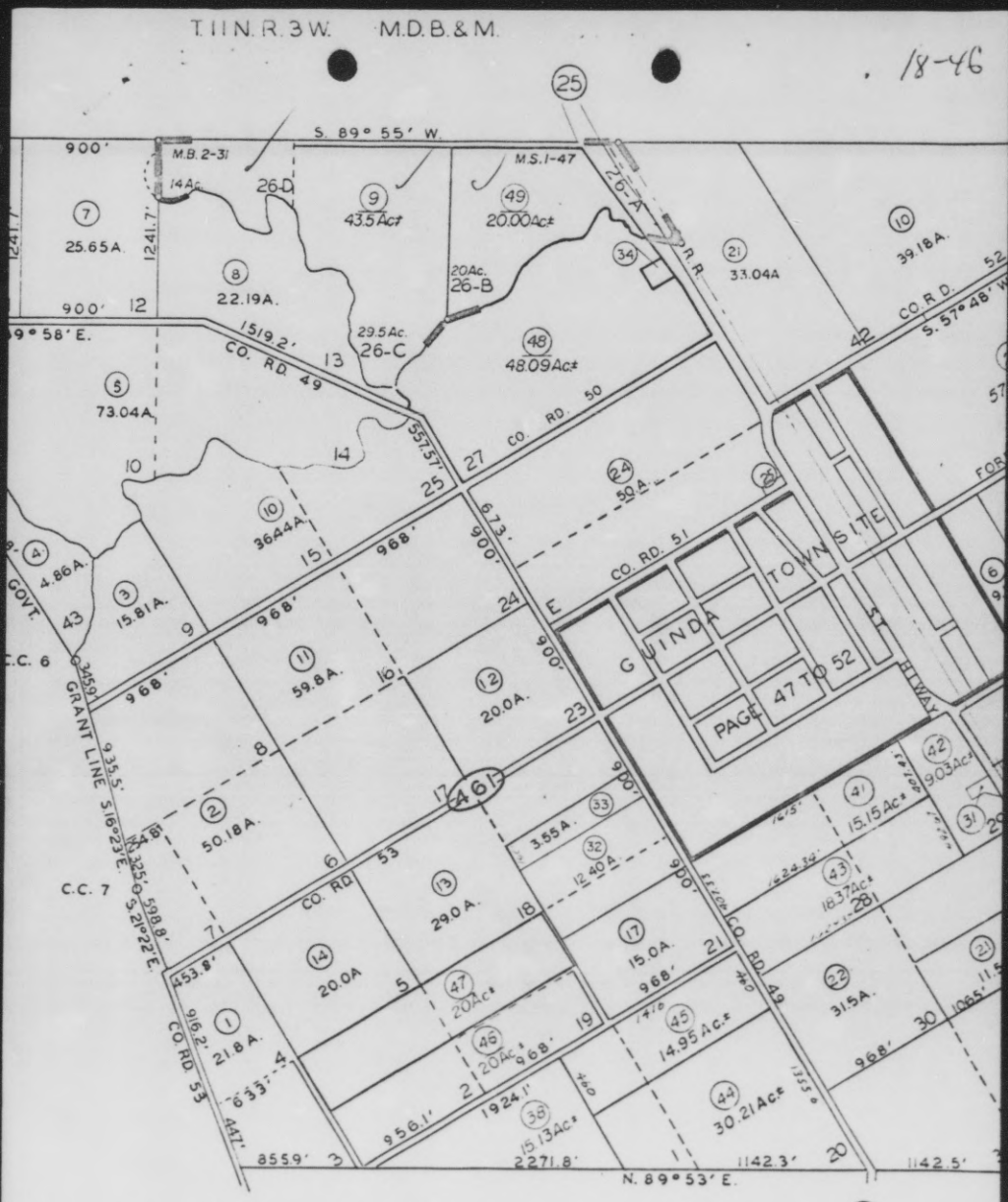
Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lots 26B, 26C and 26D, Subdivision of Lot 26, Guinda Colony Tract, according to the Official plat thereof, filed for record in the office of the Recorder of Yolo County, California, in Book 2 of Maps, at page 31.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 18-461-49 and 18-461-09, for the tax year 1970-71.


T.11N. R.3W. M.D.B.&M.
18-46
25
S. 89° 55' W.
900'
M.B. 2-31
14 Ac.
26-D
M.S. 1-47
26-A
7
25.65 A.
1241.7'
8
22.19 A.
9
43.5 Ac±
49
20.00 Ac±
34
21
33.04 A
10
39.18 A.
900'
12
20 Ac.
26-B
29.5 Ac.
26-C
48
48.09 Ac±
42
CO. R. D.
S. 57° 48' W.
1519.2'
CO. RD. 49
13
5
73.04 A.
CO. RD. 50
27
24
59 A.
28
TOWN SITE
CO. RD. 51
14
10
3644 A.
15
968'
900'
673'
4
4.86 A.
3
15.81 A.
43
9
968'
11
59.8 A.
16
12
20.0 A.
23
24
E
GUINDA
PAGE 47 TO 52
ST
HIWAY
C.C. 6
GRANT LINE S 16° 23' E.
935.5'
2
50.18 A.
8
17
461
6
53
CO. RD.
13
290 A.
18
33
3.55 A.
32
12.40 A
41
15.15 Ac±
42
9.03 Ac±
31
43
18.37 Ac±
C.C. 7
S 21° 22' E.
598.8'
7
14
20.0 A.
5
47
20 Ac±
17
15.0 A.
21
968'
FERRON CO. RD. 49
22
31.5 A.
30
968'
1065'
453.8'
916.2'
1
21.8 A.
CO RD 53
633'
4
46
20 Ac±
968'
19
45
14.95 Ac±
1476'
460
1355'
956.1'
2
1924.1'
38
15.13 Ac±
44
30.21 Ac±
2271.8'
1
1142.3'
20
1142.5'
855.9'
3
441'
N. 89° 53' E.
54
Micro Etched
.31 – Resurvey of Block 26 Guinda Colony
.47 – Block 26, Guinda Colony
NOTE – Assesso
Assesso
JULY 1950

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENICAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-66

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Mary Z. West, Executrix of the estate of Reagor W. West, deceased

P.O. Box 64, Dunnigan, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on January 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Mary Z. West

Mary Z. West, Executrix of the estate of Reagor W. West, deceased

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

On this 29th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Mary Z. West

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC – CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25918

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64063 B Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

RUSSELL MILLSAP
Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Gonzales Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 64 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64063 B Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo **County, California, and the indices of the County Recorder of said County subsequent to** March 1, 1970 **, with respect to the name(s) of**

The Heirs or devisees of Reagor W. West, subject to the administration of his estate.

Micro Fiched

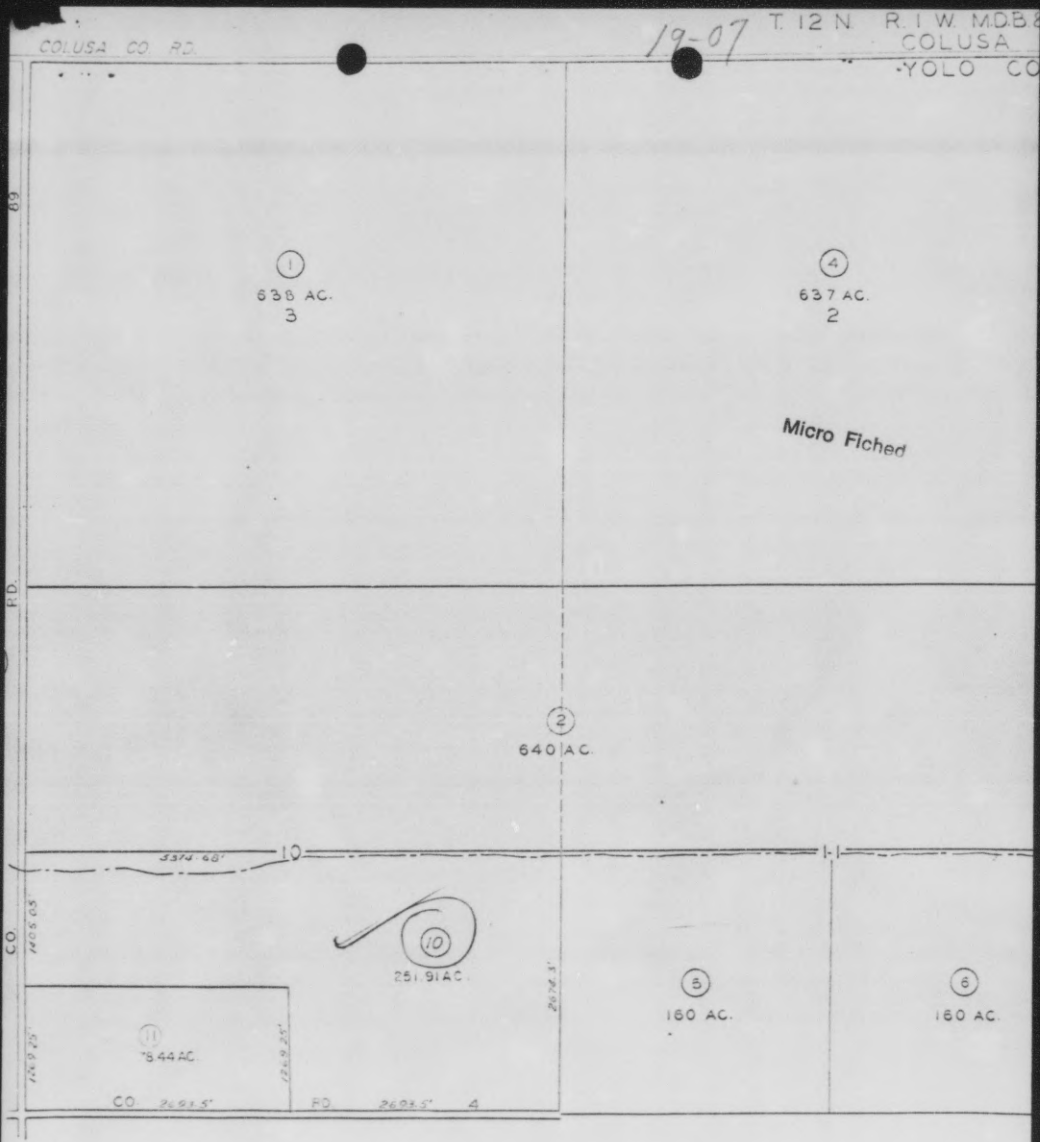
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

BEGINNING at a point on the West line of Section 10, T. 12 N., R. 1 W., M. D.B. & M., that is situate due North, 1269.25 feet from the Southwest corner of said Section 10; And extending thence from said point of beginning, NOrth along the West line of said Section 10 a distance of 1405.05 feet, to the Quarter section corner in the West line of said Section 10; thence North 89° 13' 45" East, along the Quarter Section line through the center of Section 10, a distance of 5374.68 feet, to the Quarter corner on the East line of said Section 10, running South 0° 18' 30" East, along the East line of said Section 10, a distance of 2674.30 feet to the Southeast corner of said Section 10; thence running South 89° 14' 30" West, along the section line common to said Section 10 and Section 15, a distance of 2693.50 feet, to the Quarter corner common to said Sections 10 and 15; thence runningNorth 0° 09' 15" West, along the quarter Section line through Section 10, a distance of 1269.25 feet; thence running South 89° 13' 30" West, a distance of 2692.34 feet to the point of beginning, being a tract of 251.91 acres, more or less, to said Section 10.

EXCEPTING THEREFROM all oil, gas, hydrocarbons and minerals now or at any time hereafter situated in or under the above described real property, together with all easements and rights necessary or convenient for the production, storage and transportation thereof, and the exploration and testing of said real property and also the right to drill for, produce and use water from said real property in connection with its drilling or mining operations, as conveyed by Clara B. West to Reagor W. WEst, et al., by deed dated August 30, 1960, recorded September 1, 1960, in Book 613 of Official Records, at page 468.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. ~~19-070-10~~ 19-642-10 for the tax year 1970-71.


COLUSA CO. R.D.
19-07
T. 12 N. R. 1 W. M.D.B.&
COLUSA
YOLO CO.
1
638 AC.
3
4
637 AC.
2
Micro Fiched
2
640 AC.
10
3374.68'
11
640.63'
10
251.91 AC.
11
7.44 AC.
126.25'
126.25'
CO. 2651.5'
RD. 2693.5'
4
2674.3'
5
160 AC.
6
160 AC.
89
RD.
CO.

23

JULY 1950

Name, Address and Telephone No. of Attorney(s)

MILLSAP and HOPPIN
Attorneys at Law
P. O. Box 387

CERTIFIED COPY

Space Below for Use of Court Clerk Only

FILED

JAN - 2 1970

LAURENCE P. HENIGAN, Clerk
By LENORE SHAW
Deputy

Attorney(s) for Executrix

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of REAGOR WILLMAN WEST, also known as REAGOR W. WEST, also known as REAGOR WEST, also known as R. W. WEST,

Deceased.

No. 12134

LETTERS TESTAMENTARY

Micro Fiched

State of California, County of YOLO :

The last will of the above named decedent having been proved in the above entitled court,

MARY Z. WEST

who is named therein as such, is hereby appointed executrix thereof.
(is/are) (is/are)

Witness, LAURENCE P. HENIGAN clerk of the above entitled court, with the seal of the court affixed.

Dated January 2, 1970

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By LENORE SHAW
Deputy Clerk

DECLARATION

I will perform according to law the duties of executrix of the last will of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 2, 1970, at Woodland, California.

Mary Z. West

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

(SEAL)

LAURENCE P. HENIGAN, Clerk

By [signature]
Deputy Clerk

Form approved by the Judicial Council of California, Dec. 10-57

LETTERS TESTAMENTARY

Prob. C. Sec. 451, 540; C.C.P. Sec. 1831, 2015.5, etc.

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-67

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Mary Z. West, individually; and Mary Z. West as executrix of the estate of Reagor W. West, deceased

P.O. Box 64, Dunnigan, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #64 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on January 17, 1972, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Mary Z. West

Mary Z. West, Individually

Mary Z. West

Mary Z. West, Executrix of the estate of Reagor W. West

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

State of California
County of Yolo } ss.

On this 29th day of June A.D. 19 71 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Mary Z. West, Individually and Mary Z. West as Executrix of the estate of Reagor W. West, deceased

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 25917

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64063 A Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RUSSELL MILLSAP
Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971 at 5:00 p.m. , in the County of Kern, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Scruggs Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 64 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64063 A Effective Date: June 7, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

MARY Z. WEST as to an undivided 1/2 interest, and The Heirs or devisees of REAGOR W. WEST, as to an undivided 1/2 interest, subject to the administration of his estate.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

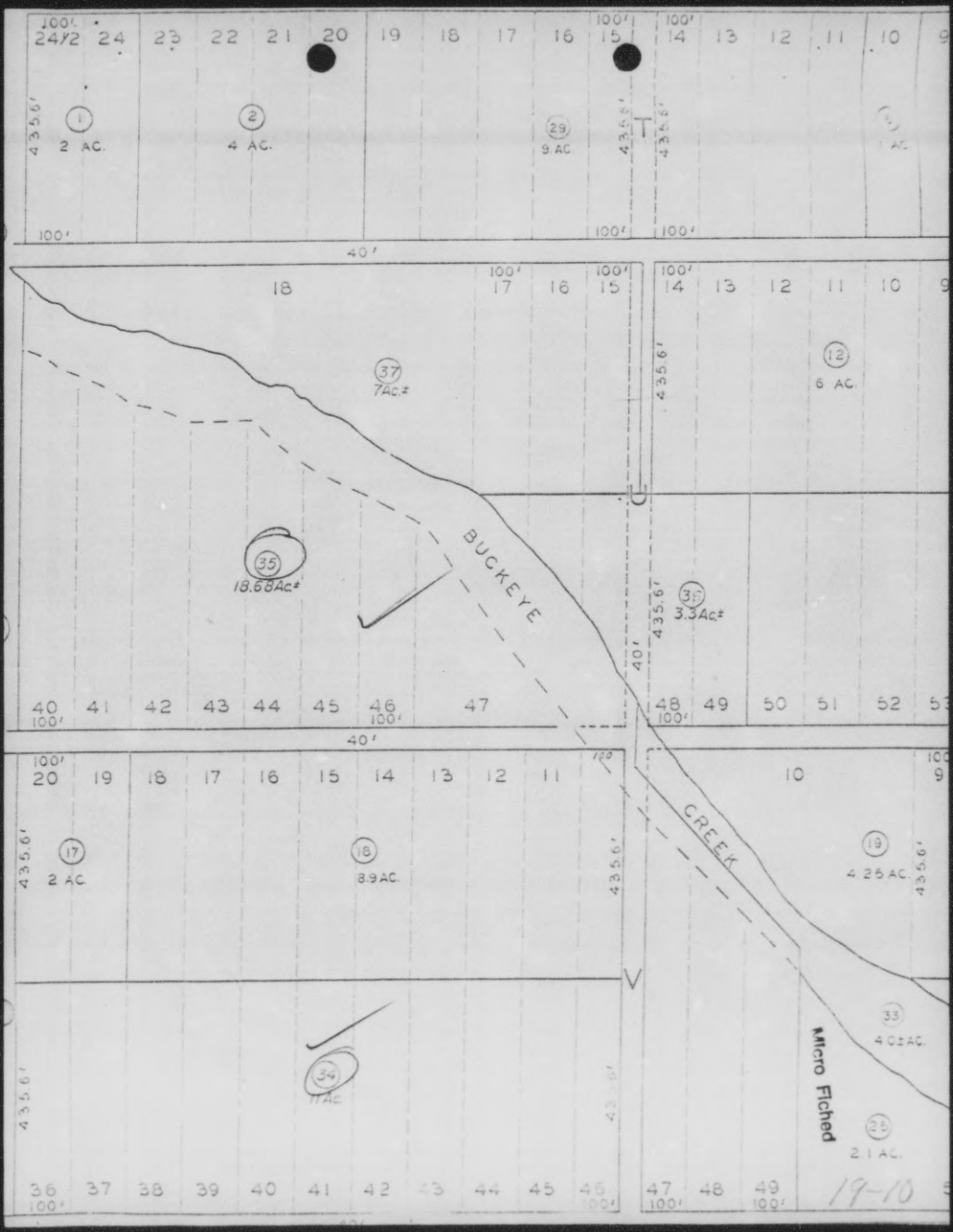
Lots 26 to 36 inclusive, Block T. Lots 19 to 21 inclusive, 35 to 47 inclusive, Block U, Lots 32 to 49 inclusive, Block V; Lots 9 to 11 inclusive, 18 to 23 inclusive, 29 to 37 inclusive, and 41 to 43 inclusive, Block W; Lots 18 to 28 inclusive, Block X, Yolo Hardwood Co. Subdivision No. 3, according to the official map thereof, filed in the office of the Recorder of Yolo County, California, on February 14, 1910, in Book 2 of Maps, at page 23.

All that portion of Buckeye Creek as shown on the Official Map of Yolo Hardwood Co.'s Sub. No. 3, filed for record in the Office of the Yolo County Recorder in Book 2 of Maps, at pge 23, lying between the North boundary of Block "T" of said Subdivision and the center line of the road running between Lots 47 and 48 of Block "U" and Lots 10 and 11 of Block "V" of said Subdivision as shown on the said Official Map thereof.

All that portion of Buckeye Creek Southwest of the center line of the said Creek as shown on the official Map of Yolo Hardwood Co.'s Subdivision No. 3 filed for record in the Office of the Yolo County Recorder in Book 2 of Maps at page 23, lying between the center line of the road running between Lots 47 and 48 of Block "U" and Lots 10 and 11 of Block "V" of said Subdivision and the Northerly extension of the East boundary of Lot 49 of Block "V" of said Subdivision.

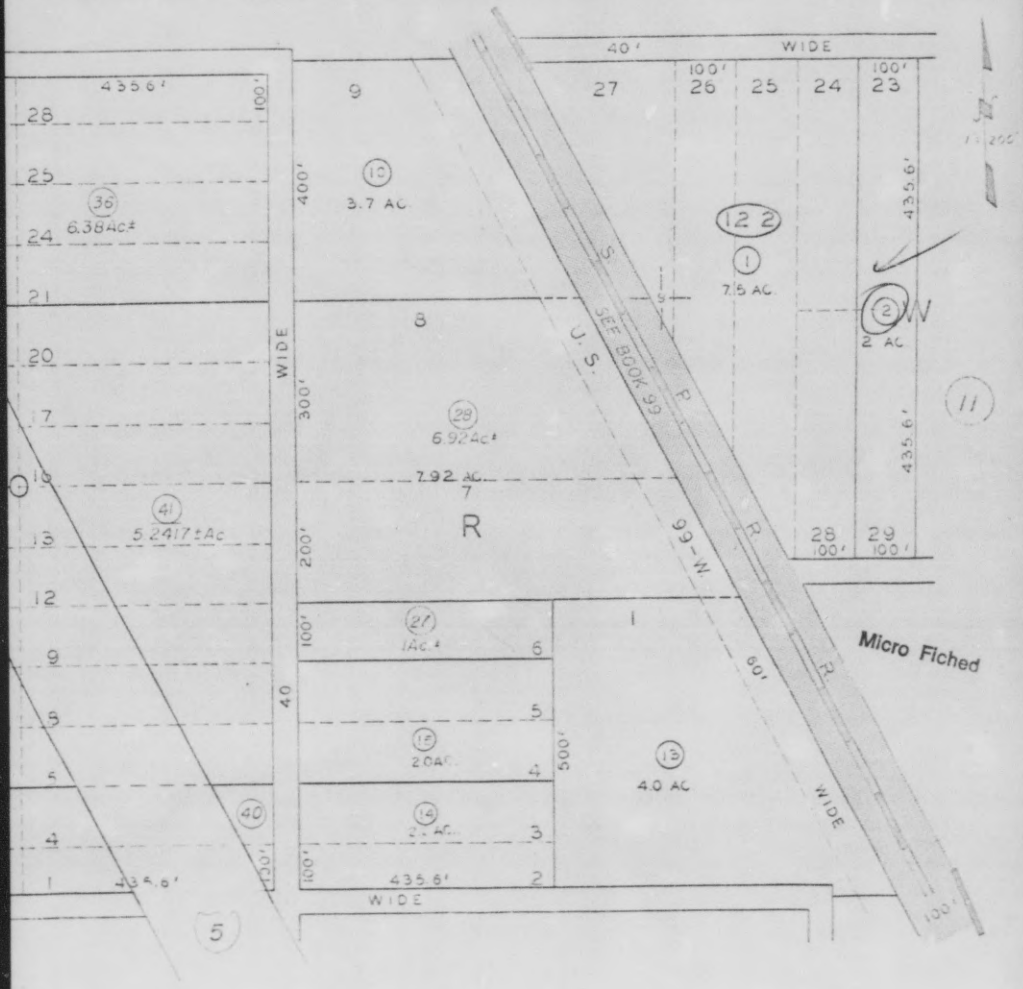
NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel Nos. ~~19-090-20~~, 19-092-07, 19-092-12, 19-100-34, 19-100-35, 19-110-03, 19-110-12, 19-110-13, 19-122-02 for the tax year 1970-71.

19-092-10


24½ 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10
100'
435.6'
1
2 AC.
2
4 AC.
29
9 AC.
40'
18 17 16 15 14 13 12 11 10
37
7Ac±
12
6 AC.
BUCKEYE
35
18.68Ac±
3.3Ac±
40 41 42 43 44 45 46 47 48 49 50 51 52
20 19 18 17 16 15 14 13 12 11 10
17
2 AC.
18
8.9AC.
CREEK
19
4.25 AC.
34
11AC.
Micro Fichad
33
40±AC.
2.1 AC.
36 37 38 39 40 41 42 43 44 45 46 47 48 49
19-10

2N., R.1W., M.D.B.&M.

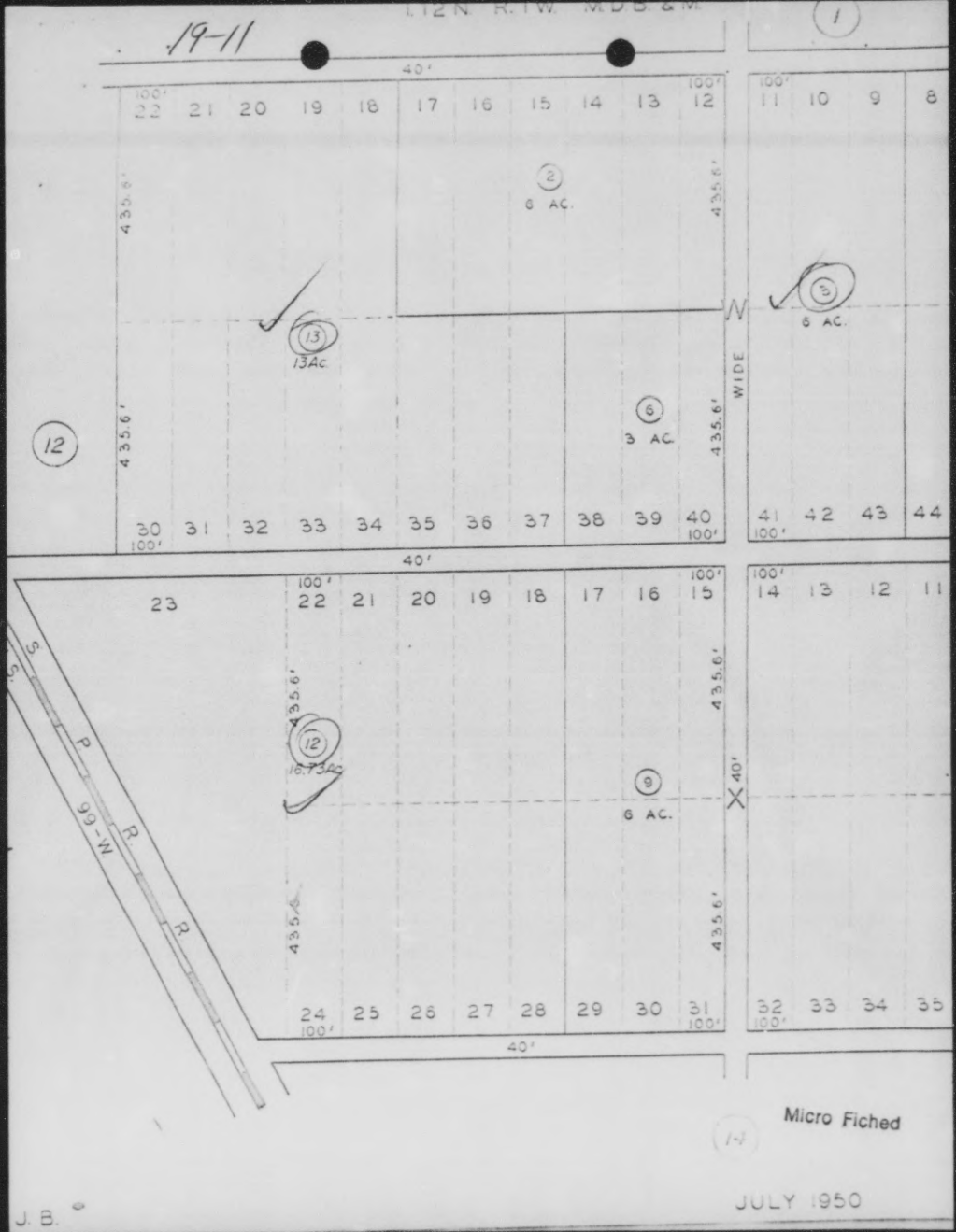
19-12

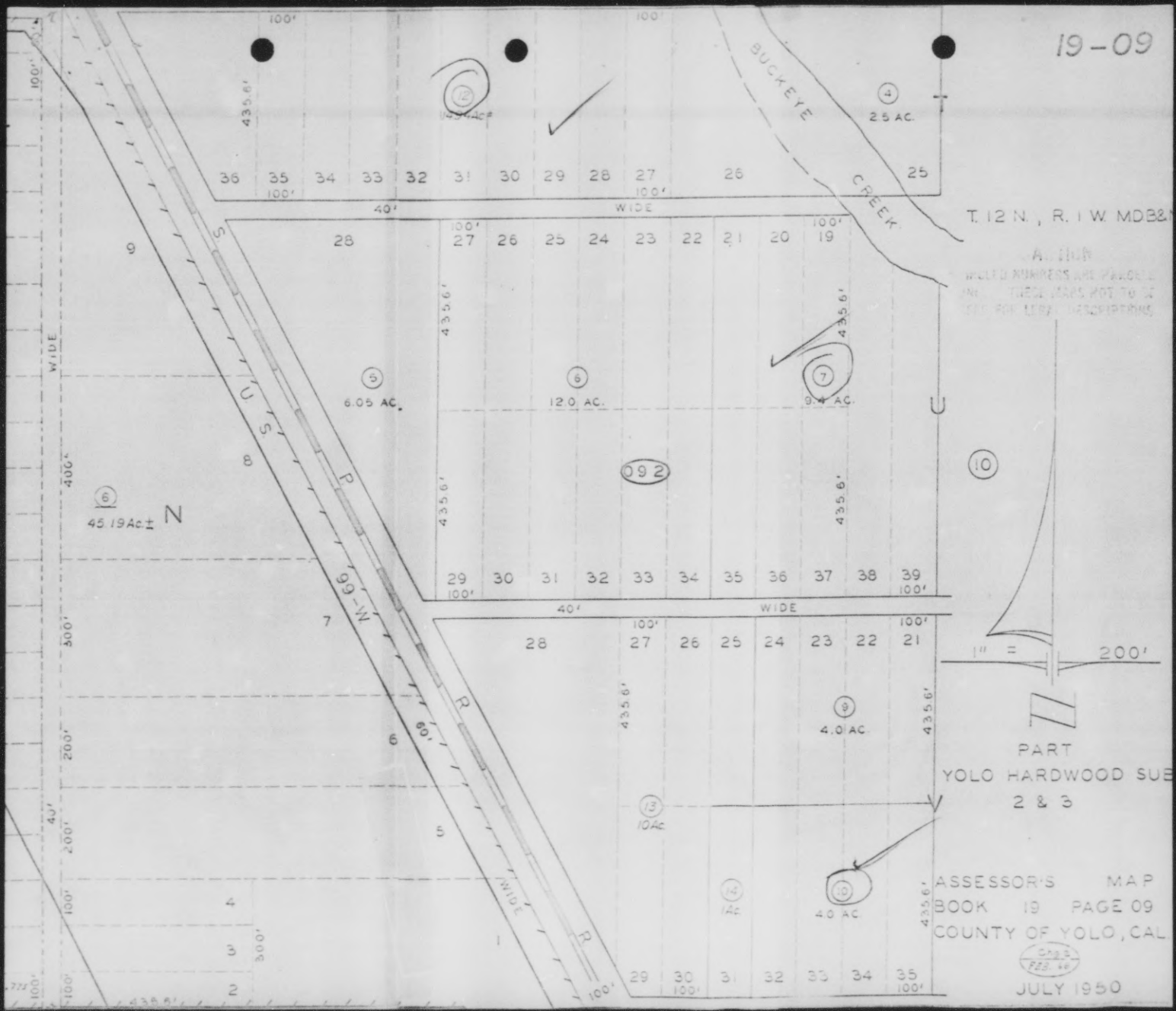


Assessor's Map Bk.19, Pg.12
County of Yolo, Calif.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

1950


19-11
T.12 N. R.1 W. M.D.B. & M.
40'
100'
22 21 20 19 18 17 16 15 14 13 12
11 10 9 8
435.6'
2
6 AC.
13
13Ac
3
6 AC.
6
3 AC.
WIDE
12
30 31 32 33 34 35 36 37 38 39 40
41 42 43 44
23
22 21 20 19 18 17 16 15
14 13 12 11
12
18.73Ac
9
6 AC.
S. P. R. 99-W R.
24 25 26 27 28 29 30 31
32 33 34 35
14
Micro Fiched
J. B.
JULY 1950


19-09
BUCKEYE CREEK
T. 12 N., R. 1 W. MDB&M
2.5 AC.
12.0 AC.
6.05 AC.
9.4 AC.
4.0 AC
40 AC
45.19 Ac.±
10Ac
1Ac
092
40' WIDE
60' WIDE
435.6'
1" = 200'
PART
YOLO HARDWOOD SUB
2 & 3
ASSESSOR'S MAP
BOOK 19 PAGE 09
COUNTY OF YOLO, CAL.
JULY 1950

Name, Address and Telephone No. of Attorney(s) | Space Below for Use of Court Clerk Only

MILLSAP and HOPPIN
Attorneys at Law
P. O. Box 307

CERTIFIED COPY

FILED
JAN - 2 1970
LAURENCE P. HENIGAN, Clerk
By LENORE SHAW Deputy

Attorney(s) for Execut rix

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of REAGOR WILLMAN WEST, also known as REAGOR W. WEST, also known as REAGOR WEST, also known as R. W. WEST,

Deceased.

No. 12134

LETTERS TESTAMENTARY

Micro Fiched

State of California, County of YOLO :

The last will of the above named decedent having been proved in the above entitled court,

MARY Z. WEST

who is named therein as such, is hereby appointed execut rix thereof.
(is/are) (is/are)

Witness, LAURENCE P. HENIGAN, clerk of the above entitled court, with the seal of the court affixed.

Dated January 2, 1970

(SEAL)

By order of the court.

LAURENCE P. HENIGAN, Clerk

By LENORE SHAW Deputy Clerk

DECLARATION

I will perform according to law the duties of execut rix of the last will of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 2, 1970, at Woodland, California.

Mary Z. West

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated June 30, 1971

(SEAL)

By Lenore Shaw

LAURENCE P. HENIGAN, Clerk

Deputy Clerk

Form approved by the Judicial Council of California, Rev. 10-57. LETTERS TESTAMENTARY Prob. C. Secs 401, 540; C.C.P. Secs. 1913, 2015.5, etc.

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-68

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of ~~June~~ January 19 ~~71~~ 72 by and between MORRIS CARDEN and ELIZABETH A. CARDEN, 801 Sycamore Lane, Davis, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #85 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

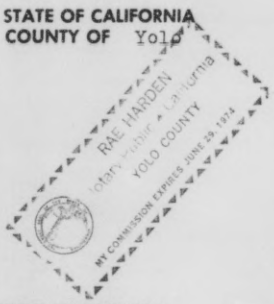
BY J. Dustin Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Morris Carden
MORRIS CARDEN

Elizabeth A. Carden
ELIZABETH A. CARDEN

STATE OF CALIFORNIA
COUNTY OF Yolo } ss



ON June 29, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Morris Carden and Elizabeth A. Carden

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

Notary's Signature Rae Harden

Type or Print Notary's Name Rae Harden

GENERAL ACKNOWLEDGMENT
Form No. 16

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 35.00 LIABILITY $ 100.00 ORDER No. 41407

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Micro Fiched

MORRIS CARDEN AND ELIZABETH A. CARDEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 23, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Pollum

by W.H. POLLUM – Assistant Secretary for the Company

Addition to Preserve No. 85

Exhibit "A"

Form No. 354

CLTA Guarantee
Form No. 15 (2-1-66)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

MORRIS CARDEN AND ELIZABETH A. CARDEN

HIS WIFE

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

PARCEL ONE: The Southwest Quarter of Section 33, Township 8 North, Range 3 East, M.D.B.&M.

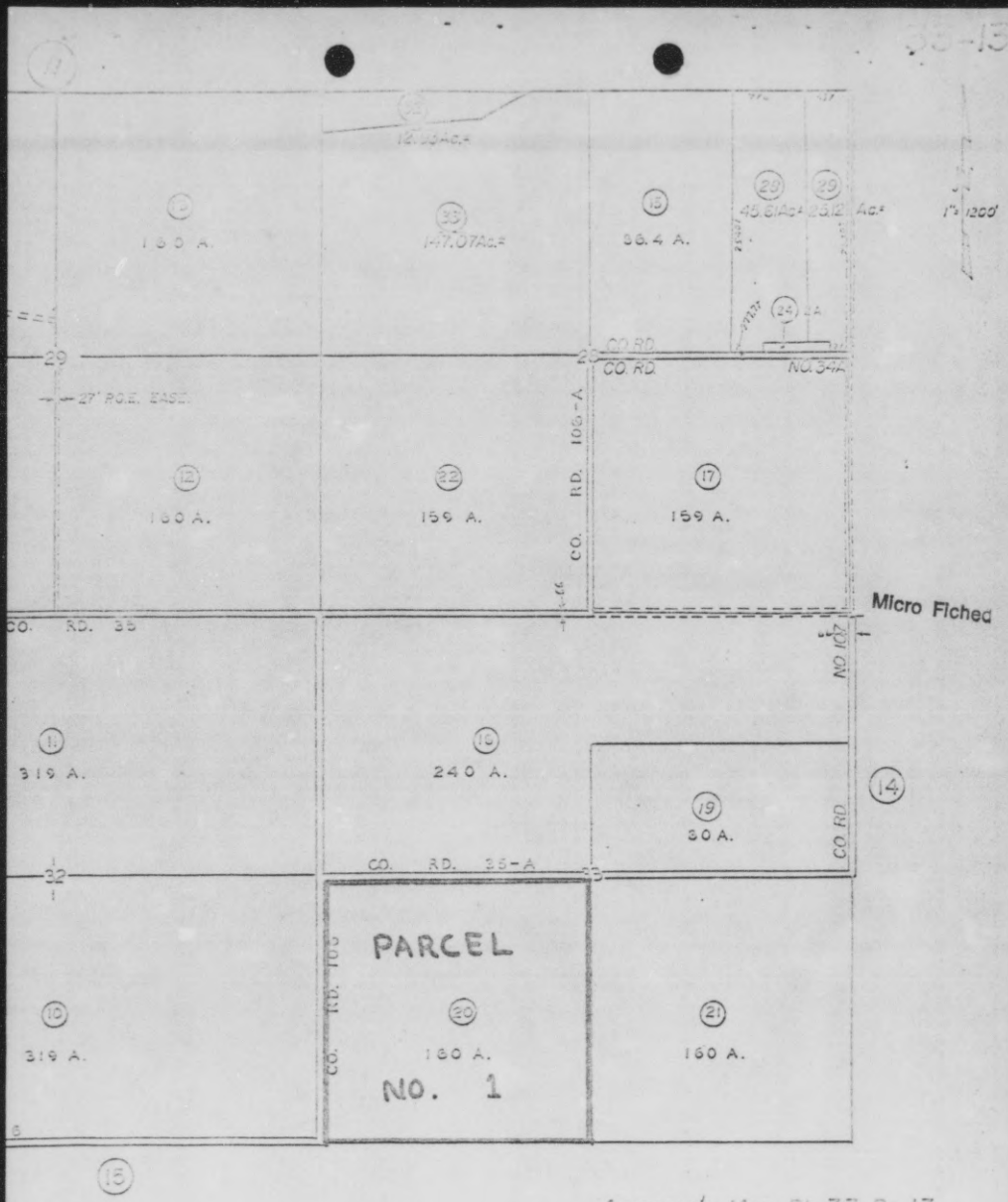
PARCEL TWO: The Northwest Quarter of Franctional Section 4, Township 7 North, Range 3 East, M.D.B.&M.

PARCEL THREE: The Northeast Quarter of Fractional Section 4, Township 7 North, Range 3 East, M.D.B.&M.

PARCEL ONE: 33-130-20
PARCEL TWO: 33-150-25
PARCEL THREE: 33-150-26

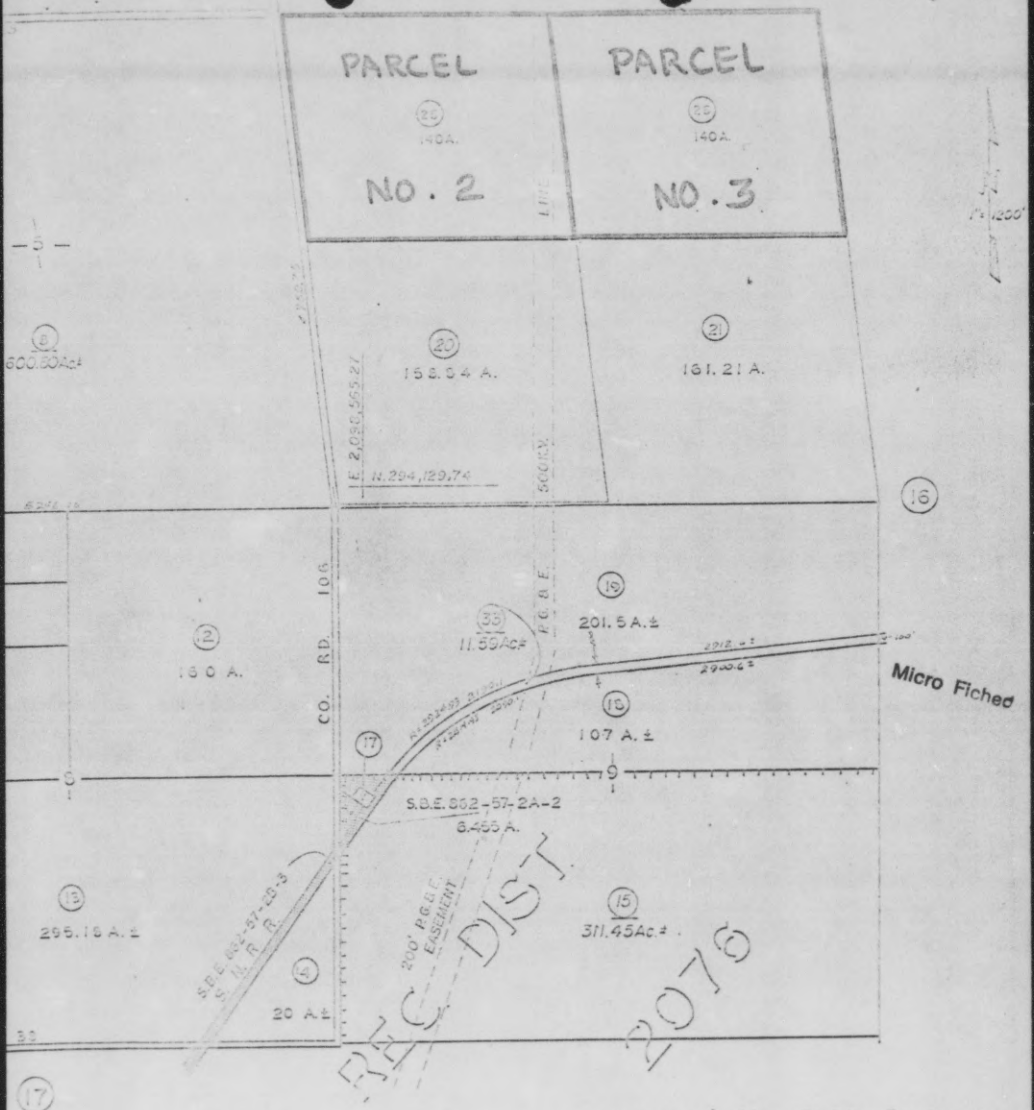
CODE AREA 61-006

Form No. 151-1



Assessor's Map Bk. 33 Pg. 13
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles



Assessor's Map Bk.33, Pg.15.
County of Yolo, Calif.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

AGREEMENT NO. 72-69

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between I. W. Hellman, Max Thelen, Jr. and Wells Fargo Bank, N.A., Co-Trustees of S. H. Cowell Foundation, c/o Wells Fargo Bank, 464 California Street, San Francisco, California, 94120

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #85 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

Micro Fiched

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this 14th *day of* June *in the year one thousand nine hundred and* Seventy One
before me, **GERALDINE D. COHEN** *, a Notary Public in and for the City and County*
of San Francisco, State of California, residing therein, duly commissioned and sworn, personally
appeared J. W. Hellman and Max Meltzer, Jr.

known to me to be the person s *whose name* s are *subscribed to the within*
instrument, and acknowledged to me that they *executed the same, as* Co. Trustees

GERALDINE D. COHEN
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires January 10, 1973

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Geraldine D. Cohen
GERALDINE D. COHEN,
Notary Public in and for the City and County of San Francisco, State of California.

(Acknowledgment—General)

My Commission Expires January 10, 1973

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

On this 24th day of June in the year one thousand nine hundred and Seventy One

before me, GERALDINE D. COHEN a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Knud Lauritzen and C. M. Dieper known to me to be the both Vice Presidents of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

GERALDINE D. COHEN
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires January 10, 1973

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Geraldine D. Cohen

GERALDINE D. COHEN,
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires January 10, 1973

CORPORATION

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

Micro Fiched

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

I. W. Hellman

Max Thelen, Jr.

Wells Fargo Bank, N.A.

By: KNUD LAURLUND TRUST OFFICER

By: E. M. DEPPER TRUST OFFICER

Co-Trustees of S. H. Cowell Foundation

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

A COPY OF THIS ORDER IS NOT ON FILE IN THE ATTESTED OR CERTIFIED
AUG 6 - 1970

THELEN, MARRIN, JOHNSON & BRIDGES
Attention: Donald D. Roberts
111 Sutter Street
San Francisco, California 94104
Telephone: [415] 392-6320

Attorneys for Trustees

ENDORSED
FILED
AUG 6 - 1970
MARTIN [illegible], CLERK
By [illegible] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

Micro Etched

In the Matter of)
) NO. 538,102
S. H. COWELL FOUNDATION,) Probate Department
a charitable foundation.)
)

ORDER CONFIRMING AND SETTLING REPORT AND ACCOUNT OF TRUSTEES OF S. H. COWELL FOUNDATION, A CHARITABLE FOUNDATION

The Trustees of the S. H. Cowell Foundation, a charitable foundation, having presented a Report and Account of the activities of said foundation during the period September 30, 1967 through September 30, 1969, together with a report as to the changes in the trusteeship to the current date, and the same having come on regularly for hearing this day, the Court finds that:

Notice of the time and place of the hearing on said Report and Account has been given in the manner and for the period required by law.

All of the allegations in the petition are true.

The Report and Account of the Trustees of the S. H. Cowell Foundation should be settled and allowed as filed and that all of the acts and transactions of the Trustees as set forth in said Report and Account should be ratified and confirmed.

E. H. Sonnick, Max Thelen and Wells Fargo Bank National Association were the original Trustees of the S. H. Cowell

Foundation. E. H. Connick served as Trustee, Vice President and General Manager of the Foundation up to the date of his death on September 7, 1967. On July 21, 1969, I. W. Hellman, who for many years represented Wells Fargo Bank National Association on the Board of Trustees was elected a Trustee in his individual capacity, independent from any responsiblity to Wells Fargo Bank National Association. On that same date, July 21, 1969, Harold G. King, Senior Vice President and Senior Trust Officer of Wells Fargo Bank National Association, was seated on the Board of Trustees to represent the corporate Trustee.

Micro Fiched

On February 24, 1970, Max Thelen, President and Trustee of the S. H. Cowell Foundation, tendered his resignation; said resignation is on file with the Clerk of this Court. The remaining Trustees of the S. H. Cowell Foundation accepted the resignation of Max Thelen and on February 24, 1970, Max Thelen, Jr. was elected to the Board of Trustees to fill the vacant seat.

Accordingly, the Board of Trustees of the S. H. Cowell Foundation presently consists of the following named persons and corporation:

I. W. Hellman

Max Thelen, Jr.

Wells Fargo Bank National Association.

In order to provide evidence to third parties dealing with the Trustees of the S. H. Cowell Foundation of the authority of the present members of said Board of Trustees to act on behalf of said Foundation, this Court should make a separate order confirming the appointment of I. W. Hellman and Max Thelen, Jr., as Successor Trustees of the S. H. Cowell Foundation;

E. H. Connick, one of the three Trustees, received compensation as Vice President and General Manager of the Foundation up to the time of his death on September 7, 1967. He did not receive compensation as Trustee. I. W. Hellman, successor Trustee to

E. H. Connick, has waived his right to compensation as a Trustee during the period of the current account.

Max Thelen has received compensation for his services as Trustee up to September 30, 1967, at the rate of $500 per month. It is appropriate for this Court to approve the payment of a similar monthly sum for the period covered by the within account. Further, in light of the fact that Max Thelen has resigned as Trustee, it is proper for this Court to approve at this time the payment of a Trustee's fee to Max Thelen covering the period September 30, 1969 through February 24, 1970. Micro Fiched

Wells Fargo Bank National Association is entitled to reasonable compensation for its services as Trustee of the S. H. Cowell Foundation and for its services in connection with the administration of the Foundation's fiscal affairs and for its extensive services in connection with the management of the Foundation's real property. Said services for which no compensation has been paid cover the period to September 30, 1969. It is appropriate for this Court to approve the payment of a reasonable allowance for said purpose, and the Court finds that the sum of $41,300 is a proper fee for said services.

During the period Max Thelen served as Trustee and President of the Foundation, he performed the necessary legal services required by the Foundation; no separate fee for legal services has been requested in connection with the current account.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Notice of the time and place of the hearing on the Report and Account of the Trustees of the S. H. Cowell Foundation has been given for the period and in the manner prescribed by the

2. The current Report and Account of the Trustees filed, and S. H. Cowell Foundation is hereby settled and allowed, and all of the acts and transactions of the Trustees

in said Report and Account are hereby ratified and confirmed.

3. The appointment of I. W. Hellman and Max Thelen, Jr. as Successor Trustees of the S. H. Cowell Foundation is hereby ratified and confirmed.

4. The Trustees of the S. H. Cowell Foundation are hereby authorized and directed to pay Max Thelen the sum of $14,500 for his services as a Trustee of said Foundation for the period October 1, 1967 through the date of his resignation as a Trustee.

5. The Trustees of the S. H. Cowell Foundation are hereby authorized and directed to pay to Wells Fargo Bank National Association the sum of $41,300 for its services as Trustee and for its services in connection with the management of the Foundation's fiscal affairs and real property for the period to September 30, 1969.

Dated: August 6, 1970.

Micro Fiched

CARL H. ALLEN

Judge of the Superior Court

TO 1551 (7-68)

TI

RO 9271-041

Record Owner Guarantee

Title Insurance and Trust Company

Fee $100.00

Street address or other ref.
See Exhibit "A" Attached

a California corporation, does hereby guarantee
. WELLS FARGO BANK

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

E. H. Connick, Max Thelen and Wells Fargo Bank (Formerly Wells Fargo Bank & Union Trust Co.), San Francisco, As Trustees in Trust for the Charitable Trust known as the S. H. Cowell Foundation.

XXXXXXXXX Decree of distribution recorded November 21, 1957.

Document No. 8370

I.R.S. $ None

Record Description: SEE EXHIBIT "B" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 31, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 85

EXHIBIT "A"	EXHIBIT"B"
9-380-11	The South half of Section 12, Excepting therefrom that portion thereof described in Final Order in Condemnation recorded December 12, 1958 in Book 558 of Of ficial Records at page 124, in favor of Sacramento-Yolo Port District, a river port district.
33-110-07	The Northeast quarter of Section 19 and that portion of the Northwest quarter of Section 19 described as follows: Beginning at a point 1251 feet wouth from the Southwest corner of S ction 18, Township 8 North, Range 3 East M D.B. & M. and running thence East along old fence marking division line between property of W. E. Harden et al on the South, and Anderson Bros. on the North, one half mile to the dividing line between the East and West halves of said S ction 19; thence South 40 feet; thence West parallel to and forty feet south from said fence line one half mile to a point 40 feet South of of the point of beginning and 1291 feet South from the said Southwest corner of said Section 18; thence North forty feet to the place of beginning.
33-110-09	All of Section 20
33-110-34	The East half of Section 17
33-110-11	All of Section 16
33-110-29 & 33-110-30	The Southwest quarter of Section 21
33-120-15 & 33-120-16	All of Sections 13 and 24, Excepting therefrom that portion thereof described in Final Order of Condemnation recorded December 12, 1958 in Book 558 of Official Records page 1 24, in favor of Sacramento-Yolo Port District, a river port district.
33-120-22 & 33-120-23	The South half and the Northeast quarter of Section 15
33-120-24 & 33-120-25	The North half of Section 22
33-130-13	The Northeast quarter of Section 29
33-130-18	The Northwest quarter and the North half of the Northeast quarter of Section 33
33-130-21	The Southeast quarter of Section 33
33-130-17	The Southeast quarter of Section 28
33-120-08	All of Section 23

Micro Fiched

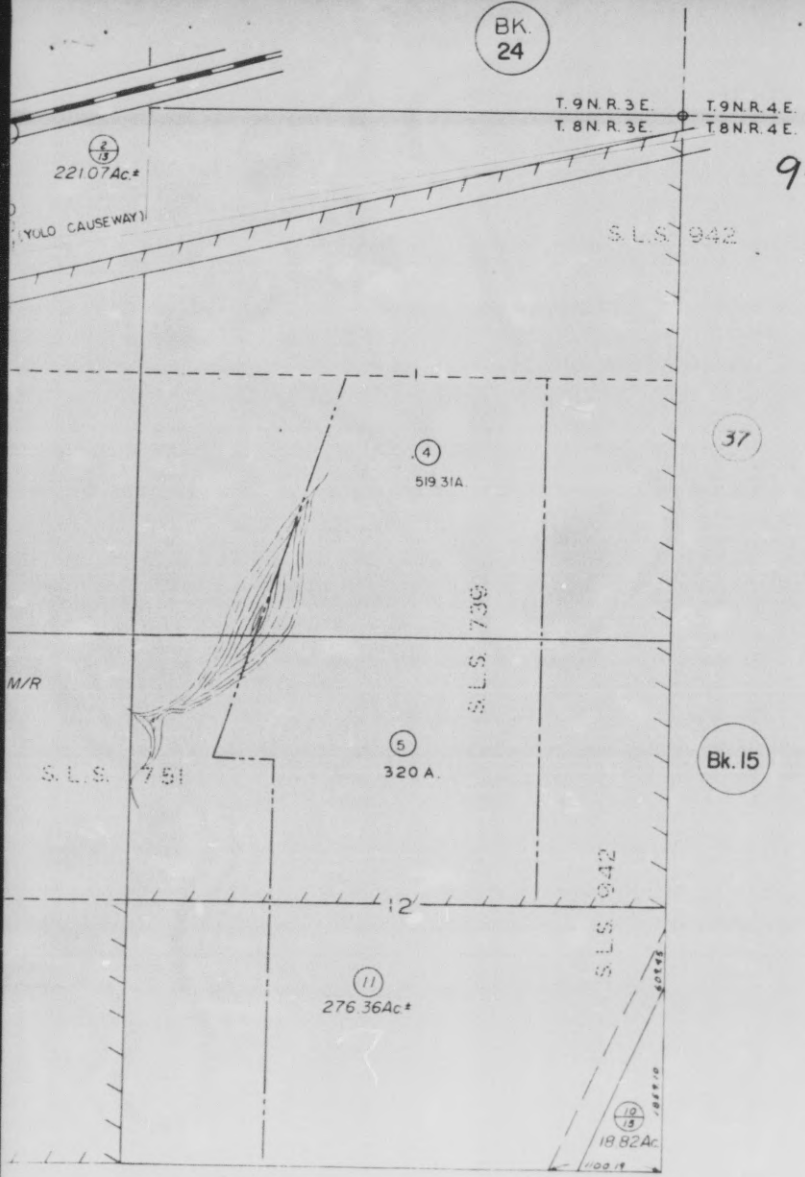
EXHIBIT "A"
continued

EXHIBIT "B" continued

33-130-22	The Southwest quarter of Section 28
33-130-32 and 33-130-33	The Northwest quarter of Section 28
33-140-02	The North half and the Southwest quarter of Section 34
33-140-03 and 33-140-07	The South half and the Northeast quarter of Section 27, excepting therefrom that portion thereof lying within the following described parcel: Beginning at a point on the Easterly boundary of the Northwest quarter of said Section 27, State Land Survey No.716, from which the Northeasterly corner of said quarter section bears North distant 2180.7 feet and extending thence South 00° 26' West 625.3 feet; thence North 89° 52' West 980.5 feet; thence South 1° 58' West 41 feet; thence North 89° 50' West 1734 feet; thence North 676.9 feet; thence South 89° 33' East 2722.3 feet to the point of beginning.
33-140-08	All of Section 26
33-140-11	The West half of Section 25
33-300-21 and 33-300-22	The South half of Sections 9 and 10, Excepting therefrom that portion thereof described in the deed to the County of Yolo recorded August 31, 1965 in Book 806 of Official Records page 439.

Micro Fiched

ALL BEING IN TOWNSHIP 8 NORTH, RANGE 3 EAST M.D.B. & M.

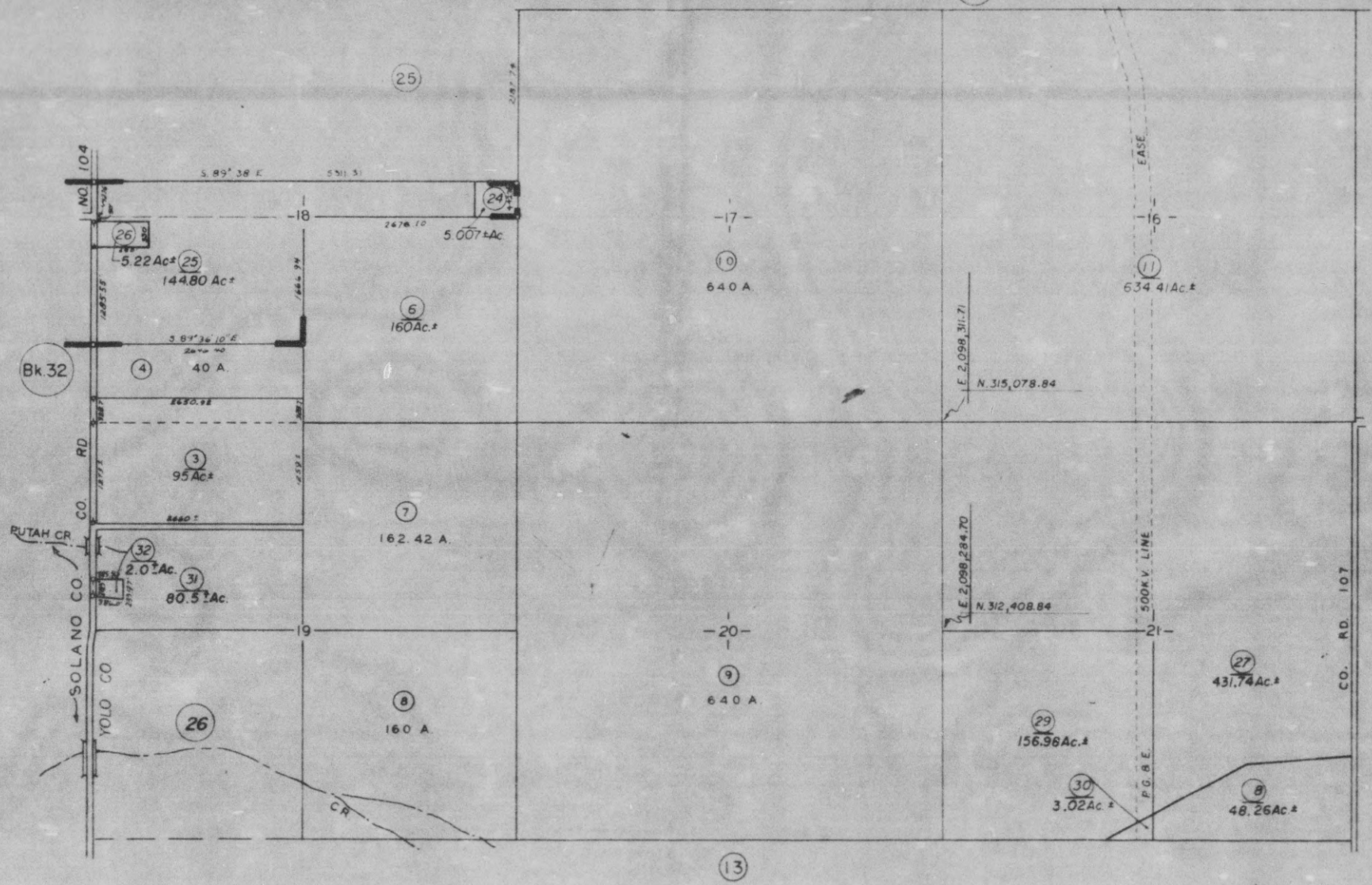


NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JAN 1950

SEC. 16, 17, 19, 20, 21, & POR. SEC. 18, T. 8 N., R. 3 E., M.D.B.&M.

33-11



M&S BK. 8, Pg. 59 - Montgomery Ppty. "Pcl. A" (formerly por 33-10)
M.&S. BK. 8, Pg. 30-38 - Glide "Tule Ranch"

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

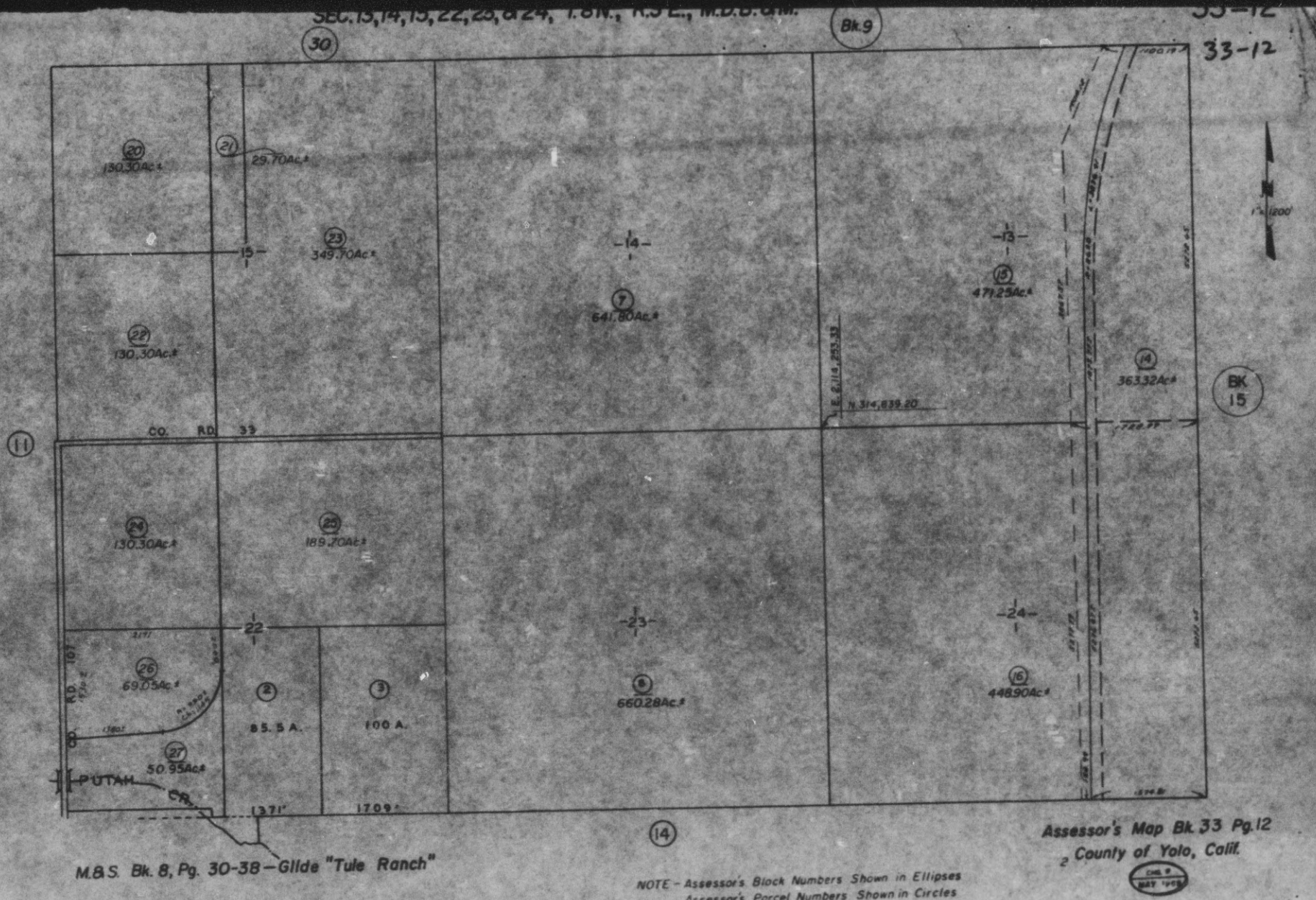
Assessor's Map Bk. 33 Pg. 11
County of Yolo, Calif.

CHG'D MAY 1949

FEB 1951

SEC. 13, 14, 15, 22, 23, & 24, T. 8N., R. 3 E., M.D.B. & M.

33-12



M.&S. Bk. 8, Pg. 30-38 — Glide "Tule Ranch"

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

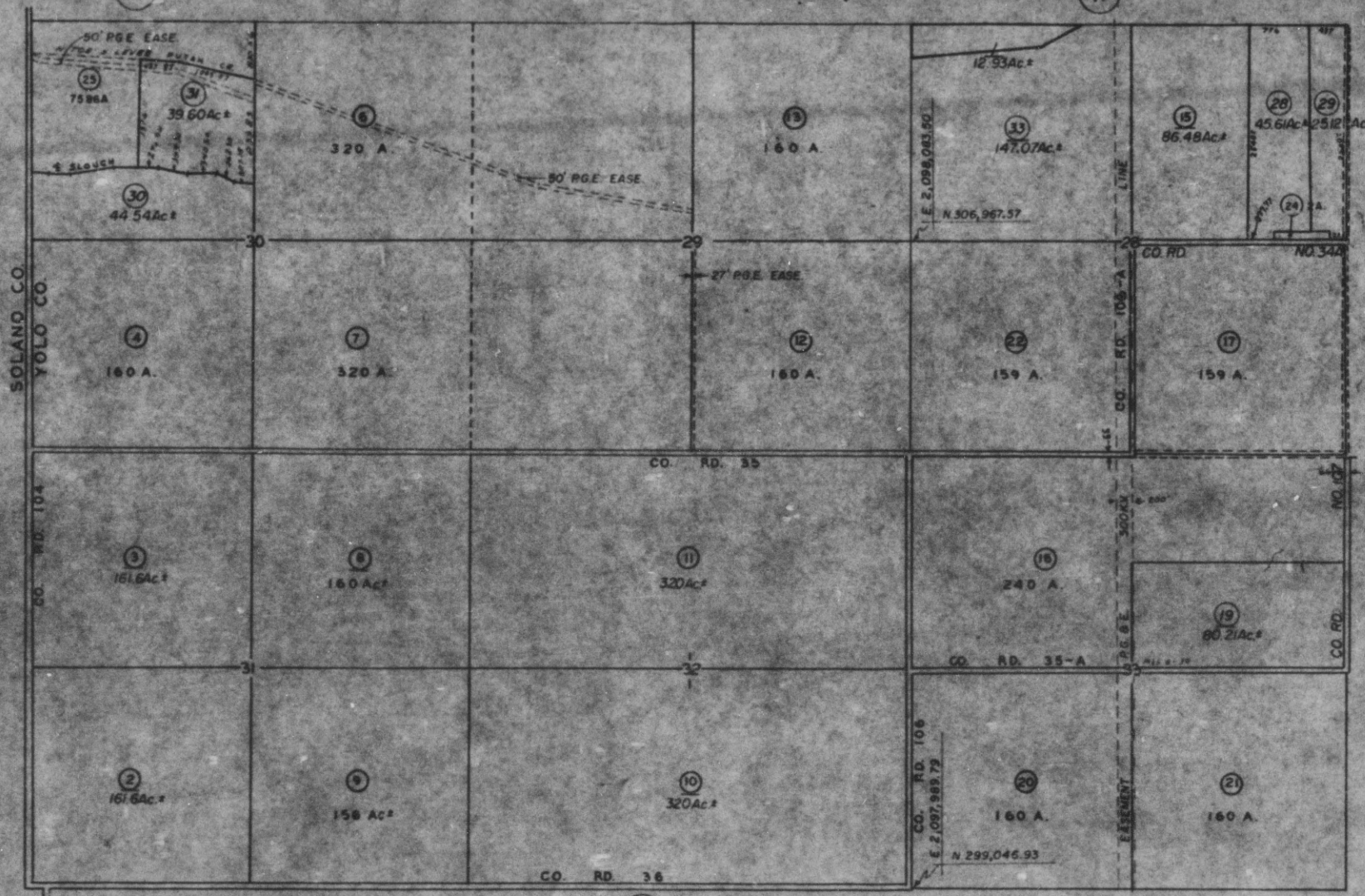
FEB. 1950

Assessor's Map Bk. 33 Pg. 12
County of Yolo, Calif.

CHG. 9 MAY '95

SEC. 28, 29, 30, 31, 32, & 33 T.8N., R.3E., M.D.B.&M.

33-13



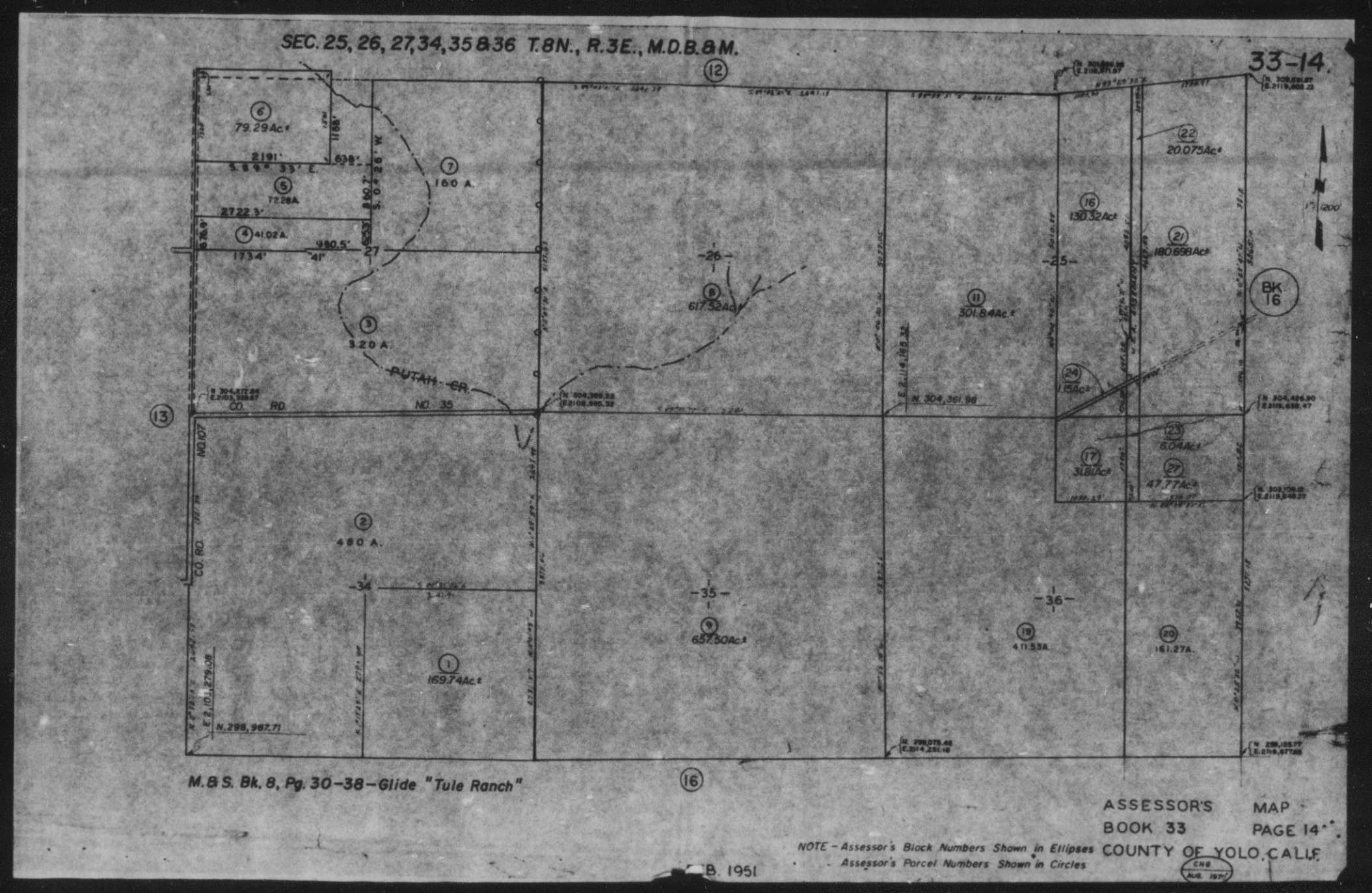
M. & S. Bk. 8, Pg. 30 – Glide "Tule Ranch"

Assessor's Map Bk. 33 Pg. 13
County of Yolo, Calif.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

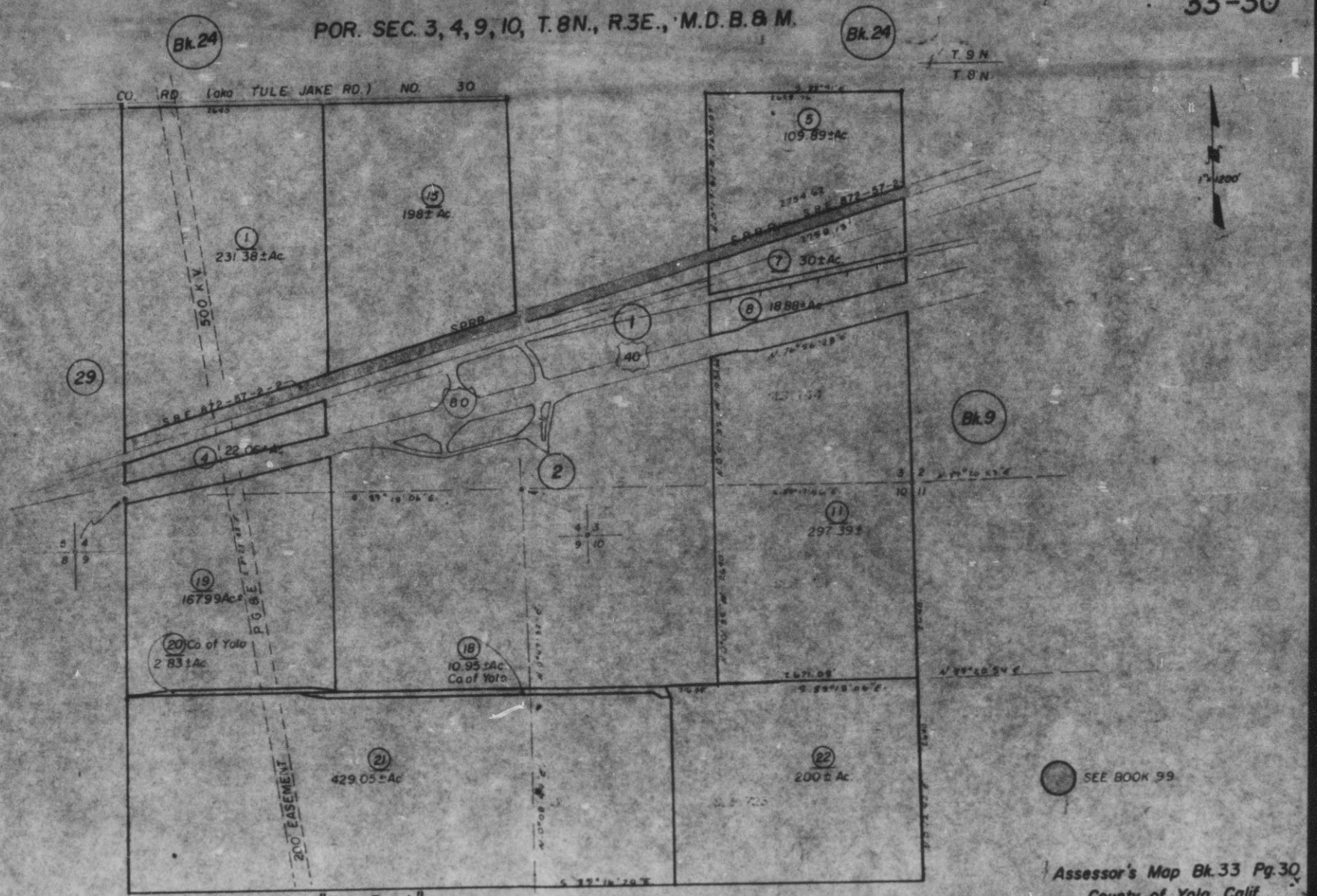
FEB. 1951

CHG'S APR. 1960


SEC. 25, 26, 27, 34, 35 & 36 T.8N., R.3E., M.D.B.&M.
33-14
12
6
79.29Ac.±
2191'
638'
S. 89° 33' E.
5
72.28A.
2722.3'
S. 0° 26' W.
880.7'
7
160 A.
4
41.02A.
1734'
990.5'
41'
27
-26-
8
617.32Ac.±
3
3.20 A.
PUTAH CR.
CO. RD. NO. 35
N. 304,277.25
E. 2,103,388.67
N. 304,389.25
E. 2,108,680.32
N. 304,361.98
11
301.84Ac.±
16
130.32Ac.±
22
20.075Ac.±
21
180.698Ac.±
BK 16
24
1.54Ac.±
N. 304,426.90
E. 2,119,638.47
23
6.04Ac.±
17
31.81Ac.±
27
47.77Ac.±
N. 303,705.18
E. 2,119,348.27
13
NO. 107
CO. RD.
2
480 A.
-34-
-35-
9
657.50Ac.±
-36-
19
41.11.53A.
20
161.27A.
1
169.74Ac.±
E. 2,101,279.38
N. 298,967.71
N. 299,078.48
E. 2,114,251.48
N. 299,155.77
E. 2,119,677.85
16
M. & S. Bk. 8, Pg. 30-38 - Glide "Tule Ranch"
ASSESSOR'S MAP
BOOK 33 PAGE 14
COUNTY OF YOLO, CALIF.
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
B. 1951
CHG AUG. 1971

33-30

POR. SEC. 3, 4, 9, 10, T. 8N., R. 3E., M.D.B. & M.



M. & S. Bk. 8, Pg. 30 – Glide "Tule Ranch"

11 (formerly por. 33-03)

NOTE – Assessor's Block Numbers Shown in Ellipses

Assessor's Map Bk. 33 Pg. 30
County of Yolo, Calif.

JULY 1969

AGREEMENT NO. 72-70

(Endorsed) Filed FEB 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Louis J. Addison, Gordon G. MacKenzie, exc of estate of Muriel O. MacKenzie, Belva V. Dague

#900 Creekwood Way, Sacramento, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #70 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

_____
Gloria T. Addison

_____
Gordon A. MacKenzie exec.
estate of Muriel O. MacKenzie dec'd

_____
Edna V. Doran

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA,
County of SACRAMENTO } ss.

Micro Fiched

On this 30th day of June in the year one thousand nine hundred and seventy-one before me, Reva J. Martin, a Notary Public, State of California, duly commissioned and sworn, personally appeared DORRIS T. ADDISON, BELVA V. DORAN and GORDON A. MacKENZIE known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

REVA J. MARTIN
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires June 7, 1972

Reva J. Martin
Notary Public, State of California.

My Commission Expires June 7, 1972

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 45755

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 30.00 LIABILITY $ 100.00 ORDER No. 35594

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

DORRIS ADDISON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 28, 1971 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM — Assistant Secretary for the Company

Form No. 354 Addition to Preserve No. 70 Exhibit "A"

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the 1st Monday of March, 1971, the following described real property is vested in:

Dorris T. Addison, a married woman, also known as Dorris Thelma Addison; Belva V. Doran, a married woman, also known as Belva Vina Doran; the Heirs or Devisees of Muriel O. Mac Kenzie, also known as Muriel Olive Mc Kenzie, Deceased, subject to the administration of the estate of said decedent.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate lying and being in the County of Yolo and State of California, being described as follows:

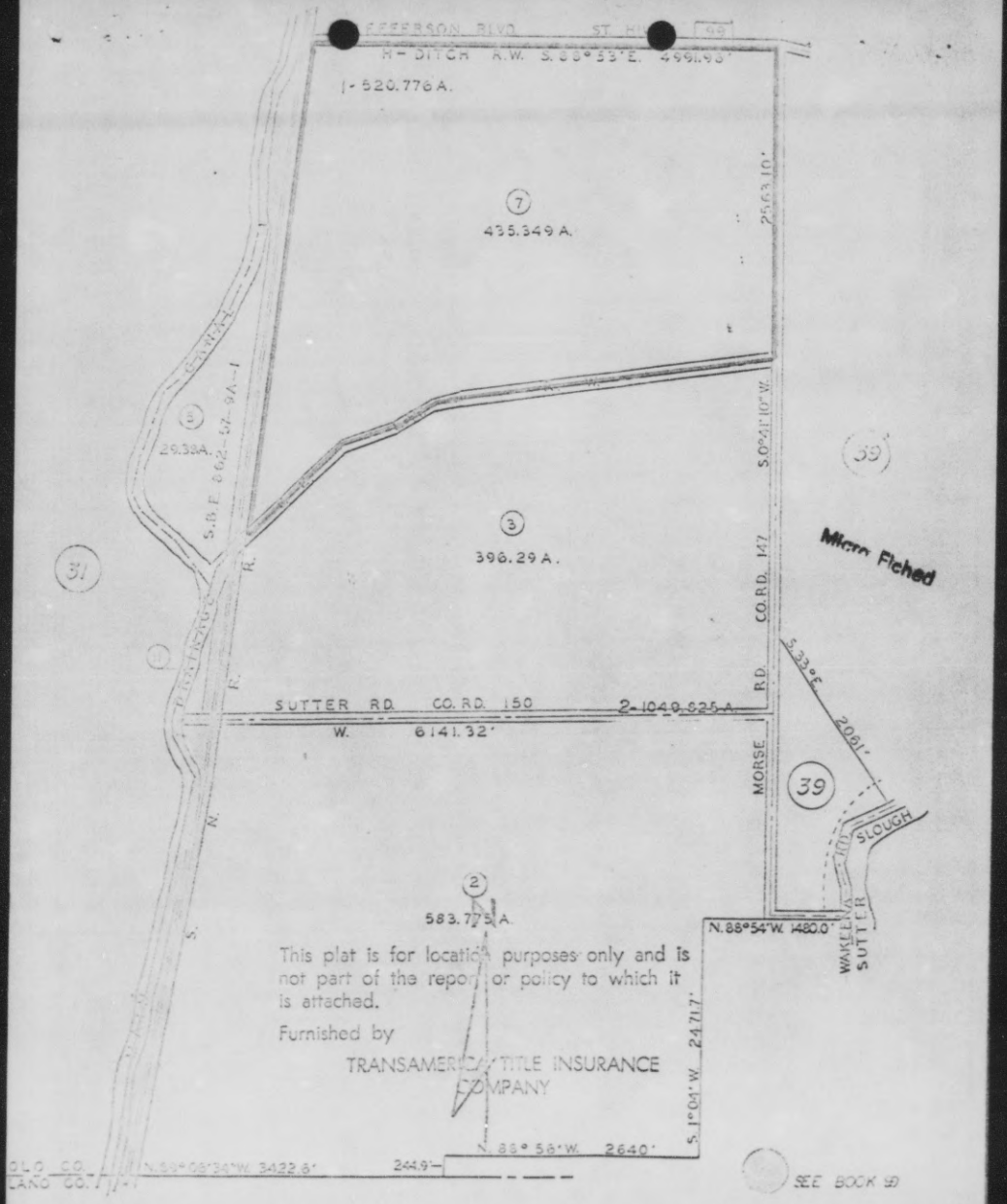
Micro Fiched

Lot 1 of "Holland Land Company Subdivision No. 8, Yolo County, California", according to the Official Plat thereof filed for record in the office of the Recorder of Yolo County, California on January 10, 1921, in book 3 of maps, at page 38.

Excepting therefrom that portion conveyed to Sacramento Northern Railway, a corporation, by deed dated June 2, 1928 and recorded Juen 13, 1928 in book 117 of deeds at page 245.

Excepting also all that portion of said Lot 1 lying Easterly of the Easterly line of County Road known as Morse Road.

PARCEL NO. 16-320-07 CODE AREA 58-007



NOTE - Assessor's Block Numbers S
Assessor's Parcel Numbers

SEPT 1950

Name, Address and Telephone No. of Attorney(s)

DRIVER, DRIVER & HUNT
1220 "H" Street
101 Driver & Hunt Building
Sacramento, CA 95814
Phone : 443-6725

Attorney(s) for Executor

Space Below for Use of Court Clerk Only

ENDORSED
Filed
JUN 13 1969
W. N. DURLEY
COUNTY CLERK, BY
~~JAMES L. KERINS~~
DEPUTY
A. ATTIYEH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Estate of

MURIEL OLIVE MacKENZIE, also known as MURIEL O. MacKENZIE,
DECEASED.

No. 68175

LETTERS TESTAMENTARY

State of California, County of Sacramento:

Micro Fiched

The last will of the above named decedent having been proved in the above entitled court,

GORDON A. MacKENZIE,

who is (IS/ARE) named therein as such, is (IS/ARE) hereby appointed executor thereof.

Witness, W. N. DURLEY, clerk of the above entitled court, with the seal of the court affixed.

Dated JUN 13 1969

By order of the court.

W. N. DURLEY, Clerk

(SEAL)

By A. ATTIYEH
DEPUTY CLERK

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of executor of the last will of the above named decedent.

Executed on June 10th, 1969 (DATE), at Sacramento (PLACE), California

GORDON A. MacKENZIE

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force and effect.

Dated JUN 13 1969

W. N. DURLEY, Clerk

By [signature]
DEPUTY CLERK

(SEAL)

AGREEMENT NO. 72-71

(Endorsed) Filed FEB - 6 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Wayne S. Ireland and Winona G. Ireland, his wife as to an undivided I/2 interest, WAYNE A. Sawyer and Zella N. Sawyer, his wife as to an undivided 1/2 interest as to LEGAL TITLE; and Patrick F. Smyth and Wendy R. Smyth, his wife, as to EQUITABLE TITLE
P.O. Box 227, Winters, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #42 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

STATE OF CALIFORNIA,
County of Yolo } ss.

Micro Fiched

On this 30th day of June in the year one thousand nine hundred and seventy-one

before me, Jean E. Hunter

a Notary Public in and for the County of Yolo State of California, residing therein,

duly commissioned and sworn, personally appeared Wayne S. Ireland, Winona G. Ireland, Wayne B. Sawyer, Zella N. Sawyer, Patrick G. Smyth & Wendy R. Smyth

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

JEAN E. HUNTER
Notary Public — California
COUNTY OF YOLO
MY COMMISSION EXPIRES OCTOBER 9, 1973

Jean E. Hunter

Notary Public in and for the County of Yolo State of California

My Commission Expires 10-9-73

Acknowledgment (general)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Patrick F. Smyth
Patrick F. Smyth

Wendy R. Smyth
Wendy R. Smyth

Wayne S. Ireland
Wayne S. Ireland

Winona G. Ireland
Winona G. Ireland

Wayne A. Sawyer
Wayne A. Sawyer

Zella N. Sawyer
Zella N. Sawyer

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

RO 9271²064

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
30-180-03

a California corporation, does hereby guarantee

Patrick F. Smyth
P.O. Box 227
Winters, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

WAYNE S. IRELAND and WINONA G. IRELAND, his wife, as to an undivided ½ interest; and WAYNE A. SAWYER and ZELLA N. SAWYER, his wife, as to an undivided 1/2 interest, as to the LEGAL TITLE; and PATRICK F. SMYTH and WENDY R. SMYTH, his wife, as Joint Tenants, as to the ~~xxxxxxxxxx~~ EQUITABLE TITLE created by an Agreement of Sale recorded October 7, 1970

Document No. 10635 in Book 954 of Official Records page 556

I.R.S. $ None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 42

EXHIBIT "A"

PARCEL NO. 1:

The South half of the Northeast quarter of Section 18, Township 8 North, Range 1 West, M.D.B. & M.

EXCEPTING THEREFROM all minerals, oil, gas, asphaltum and other hydrocarbon substances within or underlying and which may be produced from the property, as conveyed by deed executed by Morrison H. Moore and Elfreda L. Moore, his wife, to William Proksel and wife, dated July 22, 1955, recorded July 25, 1955 in Book 459 of Official Records at page 549.

PARCEL NO. 2:

That parcel of land situated in the Southeast quarter of Section 18, Township 8 North, Range 1 West, M.D.B. & M., described as follows:

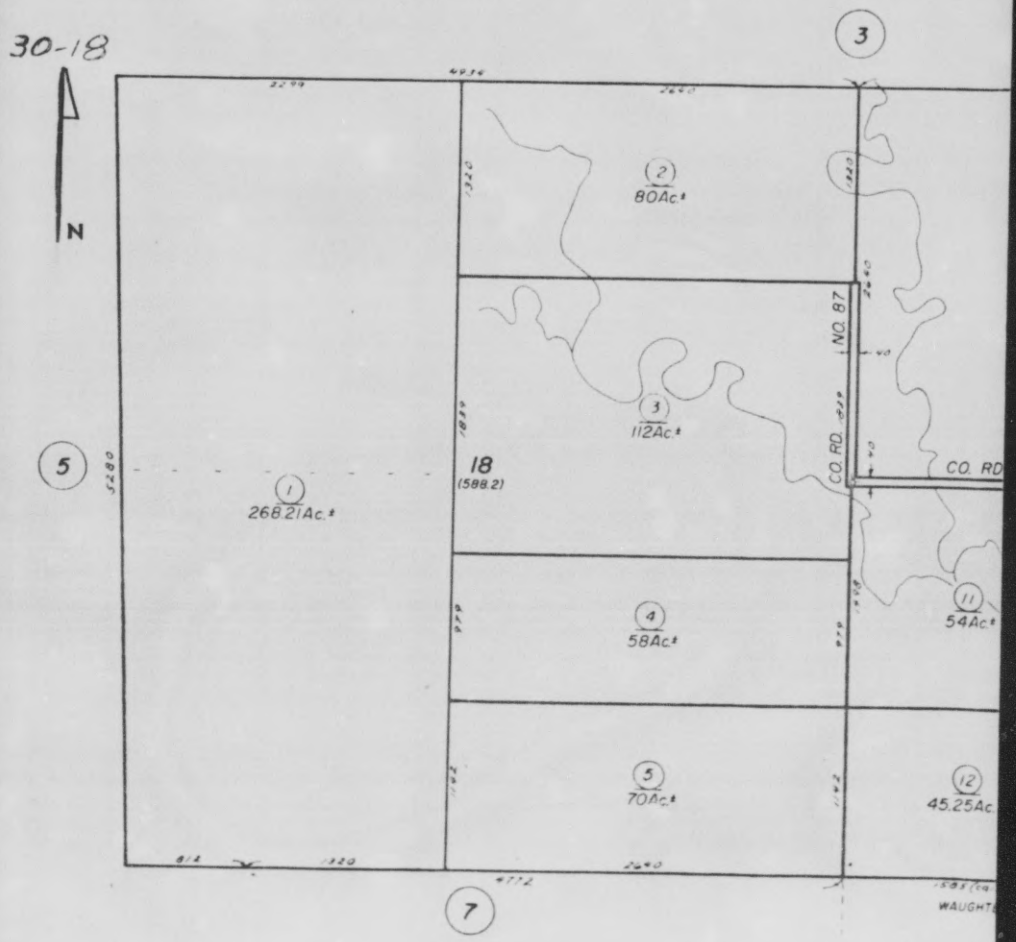
Beginning at a point on the East line of Section 18 in said township and range, 519 feet in a southerly direction from the Northeast corner of the Southeast quarter of said Section 18; thence in a Northerly direction along said Section line, 519 feet to the said Northeast corner of the Southeast quarter of Section 18; thence in a Westerly direction along the quarter Section line to the Northwest corner of the Southeast quarter of Section 18; thence in a Southerly direction along the quarter section line, 519 feet; thence in an Easterly direction to the place of beginning.

EXCEPTING THEREFROM all minerals, oil, gas, asphaltum and other hydrocarbon substances within or underlying and which may be produced from the property as conveyed by deed executed by Morrison H. Moore and Elfreda L. Moore, his wife, to William Proksel and wife, dated July 22, 1955, recorded July 25, 1955 in Book 459 of Official Records page 549.

Micro Fiched

SEC. 8 & 18, T. 8N., R. 1W., M. D

30-18



Micro Fiched

AGREEMENT NO. 72-72

(Endorsed) Filed MAR - 6 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between J. D. STEPHENS, 1201 California Street, San Francisco, California 94109

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #22 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

J. D. Stephens

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

INDIVIDUAL ACKNOWLEDGMENT

State of California
City and County of San Francisco } S.S.

Micro Fiched

On this 30th day of June 19 71, before me, LORRAINE DEVOTO, a Notary Public in and for said City and County, personally appeared J. D. STEPHENS

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Lorraine Devoto

Notary Public in and for said City and County and State

My commission expires _____ 19____

My Commission Expires October 23, 1971

(SEAL)

LORRAINE DEVOTO
NOTARY PUBLIC CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

P-169 11-64

GUARANTEE

68 25901

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62316 Liability $125.00 Fee $10.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

J. D. STEPHENS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Gonzo Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve 74.22 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62316 Effective Date: June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

J. D. STEPHENS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in theCounty of Yolo, State of California, described as follows:

PARCELl : The South 49 acres of the Southwest quarter of Section 8, Township 9 North, Range 2 East, M. D. B. & M.
EXCEPTING THEPEFROM that portion conveyed to the California Pacific Railroad Company, a corporation, by deed dated July 31, 1872, and recorded August 1, 1872, in Book N of Deeds, at page 85.

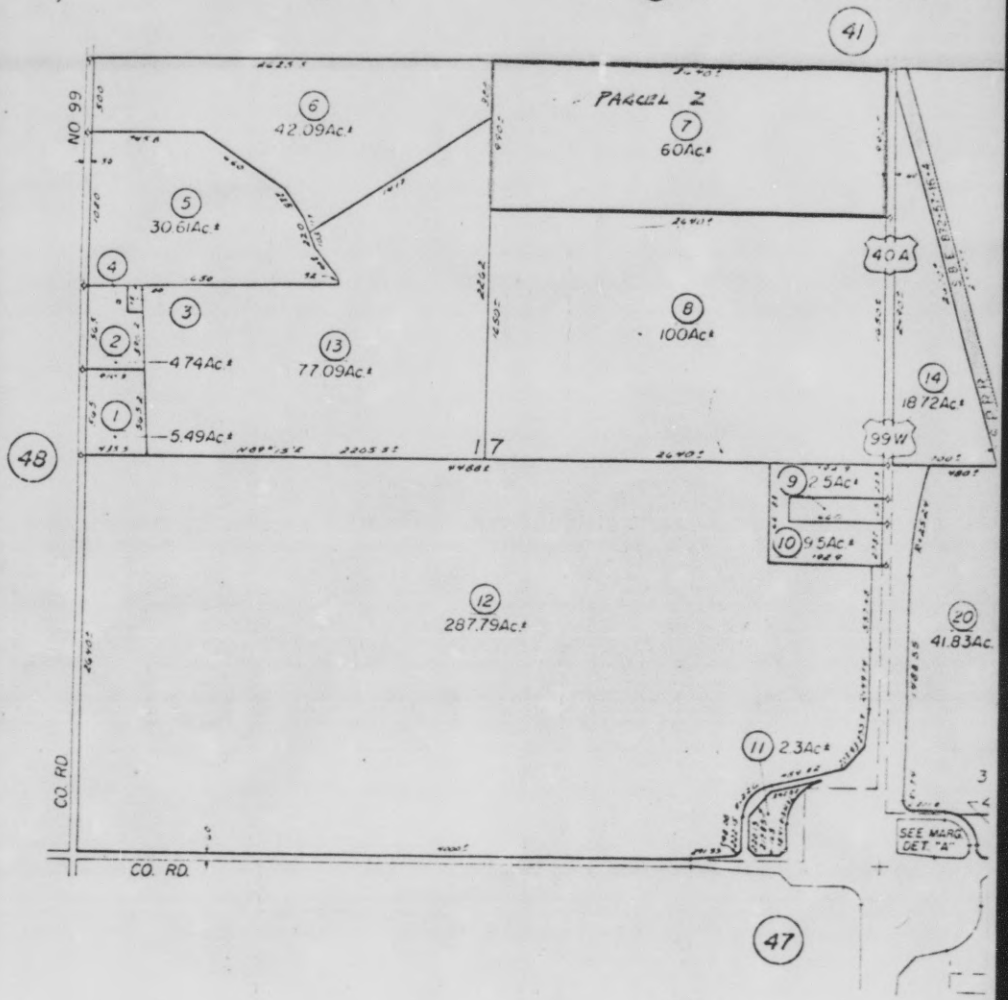
PARCEL 2: The North 60 acres of the Northeast Quarter of Section 17, Township 9 North, Range 2 East, M. D. B. & M.

Micro Fiched

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1970-71 Assessment Roll as follows:
Parcel 1: Assessor's Parcel No. ~~24-410-05~~ 41-020-05
Parcel 2: Assessor's Parcel No. ~~24-460-07~~ 41-040-07

SEC. 16 & 17, T. 9 N., R. 2 E., M. D

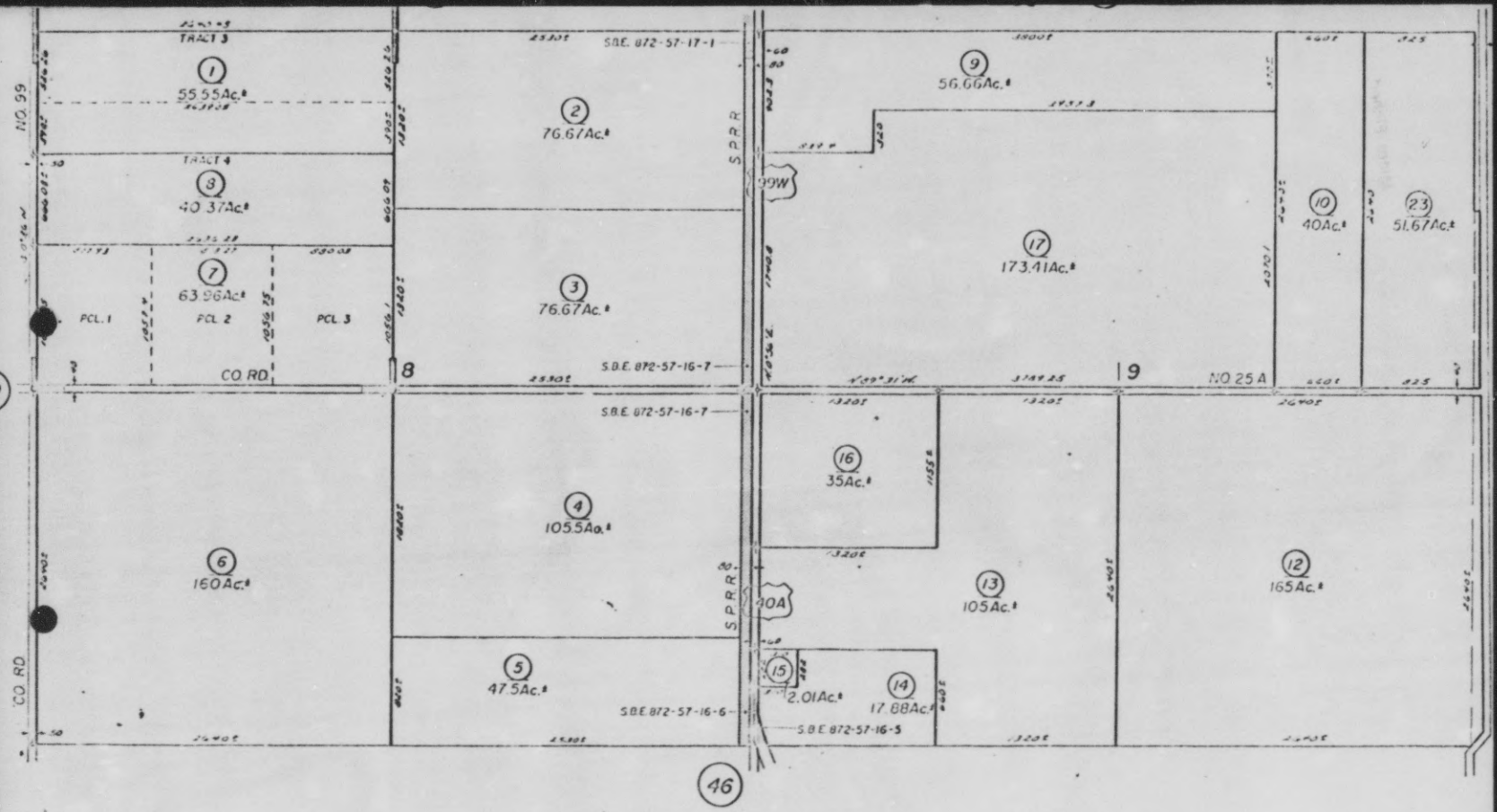


Micro Fiched

(formerly por. 24-161 & 162)

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

17 | 16
20 | 21



M. & S. Bk. 4, Pg. 66 — M. E. Clanton Est.

(formerly por. 24-05)

SEE BOOK 99

VICINITY O
Assessor's M

AGREEMENT NO. 72-7.3

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Kiyoshi Kay Tamano Harold Hatsuo Tamano

Hwy. 16, Box 26 35, W. Sacramento, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #69 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Kiyoshi Kay Tamano

Harold Haruo Tamano

STATE OF CALIFORNIA } ss.
County of Sacramento

On June 30, 19 71, before me, the undersigned, a Notary Public, in and for said State, personally appeared Kiyoshi Kay Tamano and Harold Haruo Tamano known to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that they executed the same.

Percy T. Masaki
Notary Public

OFFICIAL SEAL
PERCY T. MASAKI
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Sept. 24, 1973

Sacramento, Calif. 95814

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla García
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25878

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64002 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

PERCY T. MASAKI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 3, 1971, at 5:00 p.m., in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Pearce Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 69 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64002 Effective Date: June 3, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The following described property vests in:
Kiyoshi Kay Tamano, a married man, and Harold Haruo Tamano, a single man, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

That portion of the following described property that lies Easterly of the Easterly line of the property conveyed by Anson Casselman and Lucy Casselman, his wife, to T. T. C. Gregory, by deed dated October 8, 1911, recorded November 24, 1911, in Book 78 of Deeds, at page 157, (said strip was conveyed by T. T. C. Gregory to Sacramento and Woodland Railroad Company, by deed dated February 5, 1912, and recorded February 5, 1913, in Book 81 of Deeds, at page 123), and the property conveyed by Anson Casselman and wife, to Sacramento and Woodland Railroad Company, by deed dated July 21, 1913, recorded July 31, 1913, in Book 83 of Deeds, at page 243.

Micro Fiched

The South half of the South 151.34 acres of Swamp Land Survey No. 485, lying partly in the South half of Section 18, Township 9 North, Range 4 East, and partly in the Southeast Quarter of Section 13, Township 9 North, Range 3 East, M. D. B. & M.

EXCEPTING THEREFROM THE FOLLOWING:
(a) That portion conveyed to Robert Ray Casselman and Doris Imogene Casselman, his wife, in Joint Tenancy, by deed dated February 6, 1958, recorded February 13, 1958, in Book 534 of Official Records, at page 288, described as follows:

A portion of Swamp land Survey No. 485 of Yolo County Surveys, State of Califonia and being more Particularly described as follows:

Commencing at a 1½ inch iron pipe monument stamped R. E. 2675 marking a point in the South line of the property of Kenneth L. Lovdal, et al., said iron pipe being situate South 89° 29' West, 121.03 feet from the West bank of the Sacramento River, as same appears, of record on the Record of Survey Map of said Lovdal property which is filed in the office of the Recorder of said County, in Book 5 of Maps and Surveys, at page 45, and extending thence from said iron pipe, North 89° 29' East, 81.06 feet; thence South 01° 17' 30" East, 1183.46 feet to a point in the South line of S. L. S. No. 485; thence along said S. L. S. line, South 89° 23' 30" West, 189.00 feet to the true point

-continued-

of beginning of this description; and extending thence from said true point of beginning, along said South line of S. L. S. No. 485, South 89° 23' 30" West, 104.00 feet; thence North 02° 17' 30" West, 115.00 feet; thence North 89° 23' 40" East, 104.00 feet; thence South 02° 17' 30" East, 115.00 feet to the point of beginning.

(b) A portion of Swamp Land Survey No. 485 of Yolo County Surveys State of California and being more particularly described as follows:

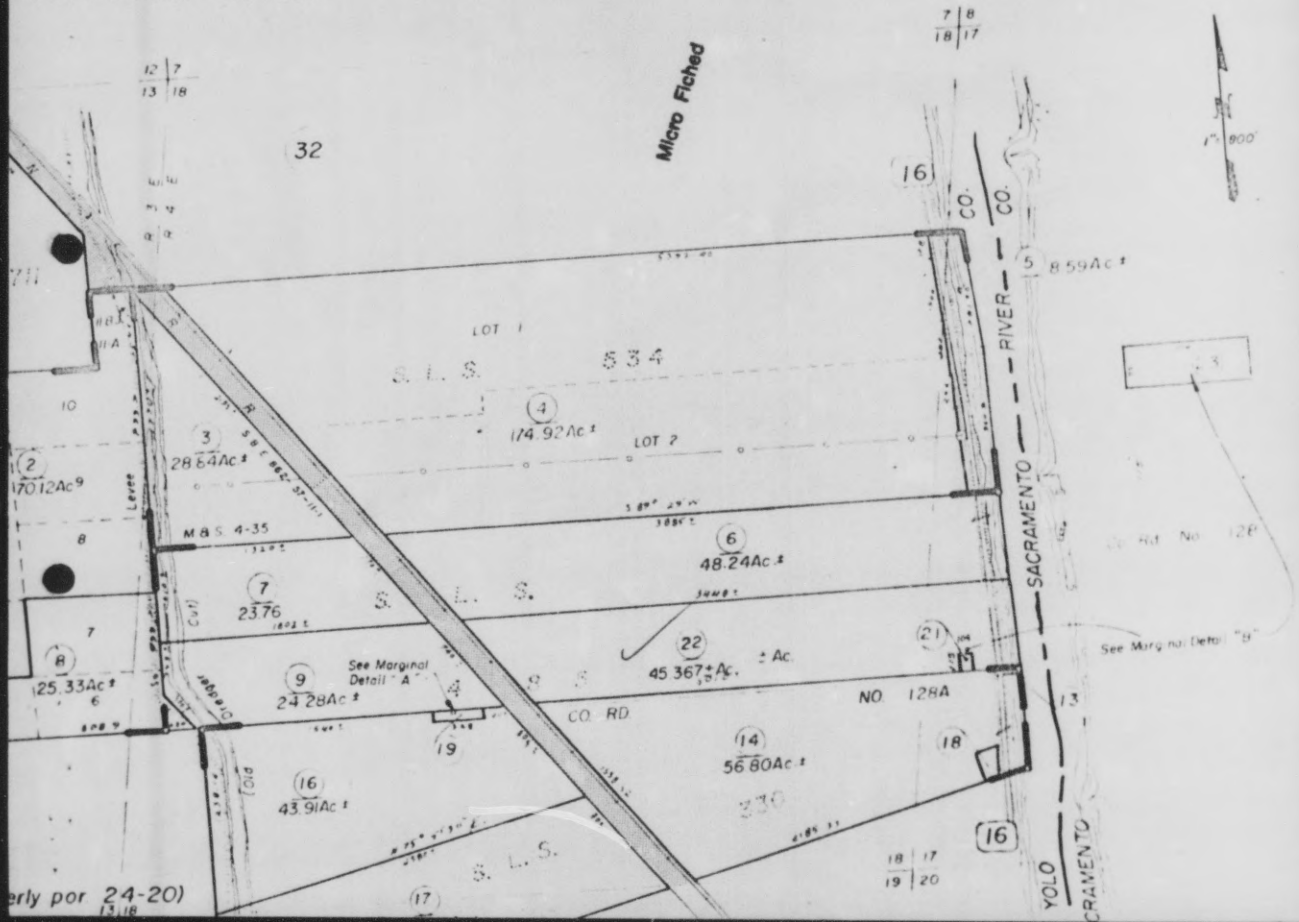
Commencing at a 1½ inch iron pipe monument stamped R. E. 2675 marking a point in the South line of the property of Kenneth L. Lovdal, et al., said iron pipe being situate South 89° 29' West, 121.03 feet from the West bank of the Sacramento River, as same appears of record on the Record of Survey Map of said Lovdal property which is filed in the office of the Recorder of said County, in Book 5 of Maps and Surveys, at page 45, and extending thence from said iron pipe, North 89° 29' East, 81.06 feet; thence South 01° 17' 30" East, 1183.46 feet to a point in the South line of S. L. S. No. 485; thence along said S. L. S. line, South 89° 23' 30" West, 189.00 feet; thence North 02° 17' 30" West, 115.00 feet to the true point of beginning of this description; and extending thence from said true point of beginning, South 89° 23' 30" West, 104.00 feet; thence North 02° 17' 30" West, 35.00 feet; thence North 89° 23' 30" East, 104.00 feet; thence South 02° 17' 30" East, 35.00 feet to the true point of beginning.

Micro Fiched

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 42-250-22, for the tax year 1971-72.

SEC. 12, 813, T.9N., R.3E., & POR. PROJ. SEC. 17, 18, & 19 T.9N., R.4E., M.D.B&M.
OR. RECL. DIST. 537, & 785. ALL S.L.S. 485, 534, 707
POR. S.L.S. 711 330

42-25



AGREEMENT NO. 22-74

(Endorsed) Filed MAR - 7 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this _____ day of _____, 19_____, by and between George L. Hullin and Charlotte Hullin, his wife
3341 Sierra Oaks Drive
Sacramento, CA.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to # 28 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972, and recorded in Volume 1006 of Official Records at Page 363, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

STATE OF CALIFORNIA,
County of Sacramento } ss.

Micro Fiched

On this 25th day of February in the year one thousand nine hundred and seventy-two
before me, Virginia B. Froslie, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
Charlotte Hullin

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Sacramento the day and year in this
certificate first above written.

VIRGINIA B. FROSLIE
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My commission expires October 30, 1975

Virginia B. Froslie
Notary Public, State of California

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 42-0634 (PRINTED 4-1-64)

My Commission Expires

STATE OF CALIFORNIA,
County of Sacramento } ss.

On this 25th day of February in the year one thousand nine hundred and seventy-two before me, Virginia B. Froslie, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charlotte Hullin

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

VIRGINIA B. FROSLIE
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
commission expires October 30, 1975

Virginia B. Froslie

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 42-0634 (PRINTED 4-1-64)

My Commission Expires

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 29, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

YOLO COUNTY

15803

#64495

Title I.R.S. #

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - Firm name

Jones & Bland & Hullin, Inc.

Escrow Officer

Deed

David Arthur Morley as to an undivided one-quarter interest and Gail Ann Morley Wood as to an undivided one-quarter interest

the first part ies , hereby Grant to

Hullin

George L. Hullin and Charlotte, his wife, as tenants in common

an undivided one-half interest in

the second part. ies all/that real property situated in the ---------- County of Yolo State of California, described as follows:

Micro Fiched

The East one-half of the Southwest one-quarter, and the Southeast one-quarter of the Northwest one-quarter of Section 33, Township 9 North, Range 3 East, M.D.B. & M.

EXCEPTING THEREFROM all mineral, oil and gas rights as conveyed by George Baker to Flora I. Baker Reavis and Lyndon Lee Baker, by deed dated June 16, 1943, recorded June 23, 1943, in Book 182 of Official Records, at page 227.

Dated November 15, 1971

David Arthur Morley

Gail Ann Morley Wood

RECORDING DATA

STATE OF Washington
COUNTY OF King } ss.

On 18th day of Nov. 1971, before me, the undersigned, a Notary Public in and for said King County and State, personally appeared Gail Ann Morley Wood

known to me to be the person s whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

SEAL

Notary Public

My Commission Expires: May 31 1972

JONES & BLAND & HULLIN, INC., 111 E. KEETE, SACRAMENTO, CALIF.

YOLO COUNTY

Micro Fiched

State of Washington
County of Spokane

On November 17, 1971, before me, the undersigned, a Notary Public in and for said Spokane County and State, personally appeared

David Arthur Morley

known to me to be the person whose name subscribed to the attached instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

Dayne J. Pfaff
Dayne J. Pfaff, Notary Public
Spokane, Washington
My Commission Expires 10-23-73

VOL. 1000 PAGE 112
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
DEC 10 1971
30 12 P
At ... Min. Past ... O'clock ... M.
YOLO COUNTY, CALIFORNIA
Fee $2.00

15803

Book 1000 Page 113

AGREEMENT NO. 72-75

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 19 72, by and between Louise M. Hartzell, Mary J. Hamilton, Ralph W. Pollock, Georgia Idamae Pollock, Judith Palmer, Marion Culhane, Carolyn Anderson
Rt. 2, Box 430, Woodland, Calif. 95695
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #84 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

BETTY L. RANDOLPH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 1, 1975

Betty L. Randolph
6-25-71

OWNER(S)

Ralph W. Pollock

Mary L Hamilton

Marion Culbane

Carolyn Anderson

Judith Palmer

Georgia Starkey Pollock

Louise M. Hartzell
By Ralph W. Pollock - Attorney in fact

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 1971, by Marion Culhane.

Witness my hand and official seal.

My commission expires My Commission expires October 30, 1971

Eleano Schiller
Notary Public

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA,
County of Yolo } ss. Micro Fiched

On this 6th day of July in the year one thousand nine hundred and 71 before me, Virginia M. Cameron a Notary Public, State of California, duly commissioned and sworn, personally appeared Ralph W. Pollock known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Louise M. Hartzell and acknowledged to me that he subscribed the name of Louise M. Hartzell thereto as principal, and h is own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 24—Acknowledgment—Attorney in Fact.
(C. C. Sec. 1192)

(PRINTED 6/1/68) 8471-1200E

STATE OF CALIFORNIA,
County of Sacramento } ss. Micro Fiched

On this 6th day of July in the year one thousand nine hundred and seventy one before me, John C. French a Notary Public, State of California, duly commissioned and sworn, personally appeared Georgia Zdarsky Pollock

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

JOHN C. FRENCH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My commission expires June 30, 1974

John C. French
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 36—(Acknowledgment—General)
(C. C. Sec. 1189) (Printed 6-1-68) 8471-1200F

Micro Fiched

OFFICIAL SEAL
HARRY G. ADAM, JR.
NOTARY PUBLIC - CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires May 31, 1974

STATE OF CALIFORNIA
County of Contra Costa } ss.

On this 3rd day of July in the year one thousand nine hundred and Seventy One before me, Harry G. Adam, Jr., a Notary Public, State of California, duly commissioned and sworn, personally appeared Carolyn Anderson and Judith Palmer

known to me to be the person's whose name's are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Contra Costa the day and year in this certificate first above written.

Harry G. Adam Jr.

Notary Public, State of California. My Commission Expires

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Solano } ss.

Micro Fiched

On June 25, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary L. Hamilton

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

STAPLE HERE

Signature Joseph A. Lorentz

JOSEPH A. LORENTZ - Notary Public-Cal.
COM. EXP. MAR. 24, 1975 - SOLANO CO.
221 Monterumo Street, Rio Vista, Ca 94571
Name (Typed or Printed)

OFFICIAL SEAL
JOSEPH A. LORENTZ
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO
My Commission Exp. Mar. 24, 1975
221 Monterumo Street, Rio Vista, Ca 94571

(This area for official notarial seal)

Micro Fiched

State of California
County of Yolo

On this 25th day of June in the year one thousand nine hundred and 71 before me, Betty L. Randolph a Notary Public, State of California duly commissioned and sworn, personally appeared Ralph W. Pollock known to me to be the person whose name is subscribed to the within instument as the attorney in fact of Ralph W. Pollock thereto as principal--- and his own name as attorney in fact.

IN WITNESS THEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written

Betty L Randolph
Notary Public, State of California

BETTY L. RANDOLPH
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 1, 1975

GUARANTEE

68 25903

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64069-B Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RALPH W. POLLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 7, 1971, at 5:00 p.m. , in the County of Yolo County, California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Bowers Secretary

CLTA GUARANTEE FACE PAGE-1967

Addition to Reserve No. 84 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64069-B Effective Date: June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Title Vests: Louise M. Hartzell, Mary L. Hamilton, and Ralph W. Pollock, an undivided 3/4 interest; and Georgia Zdarsky Pollock, a Life Estate, with remainder over to Judith Palmer, Marion Culhane and Carolyn Anderson, an undivided 1/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

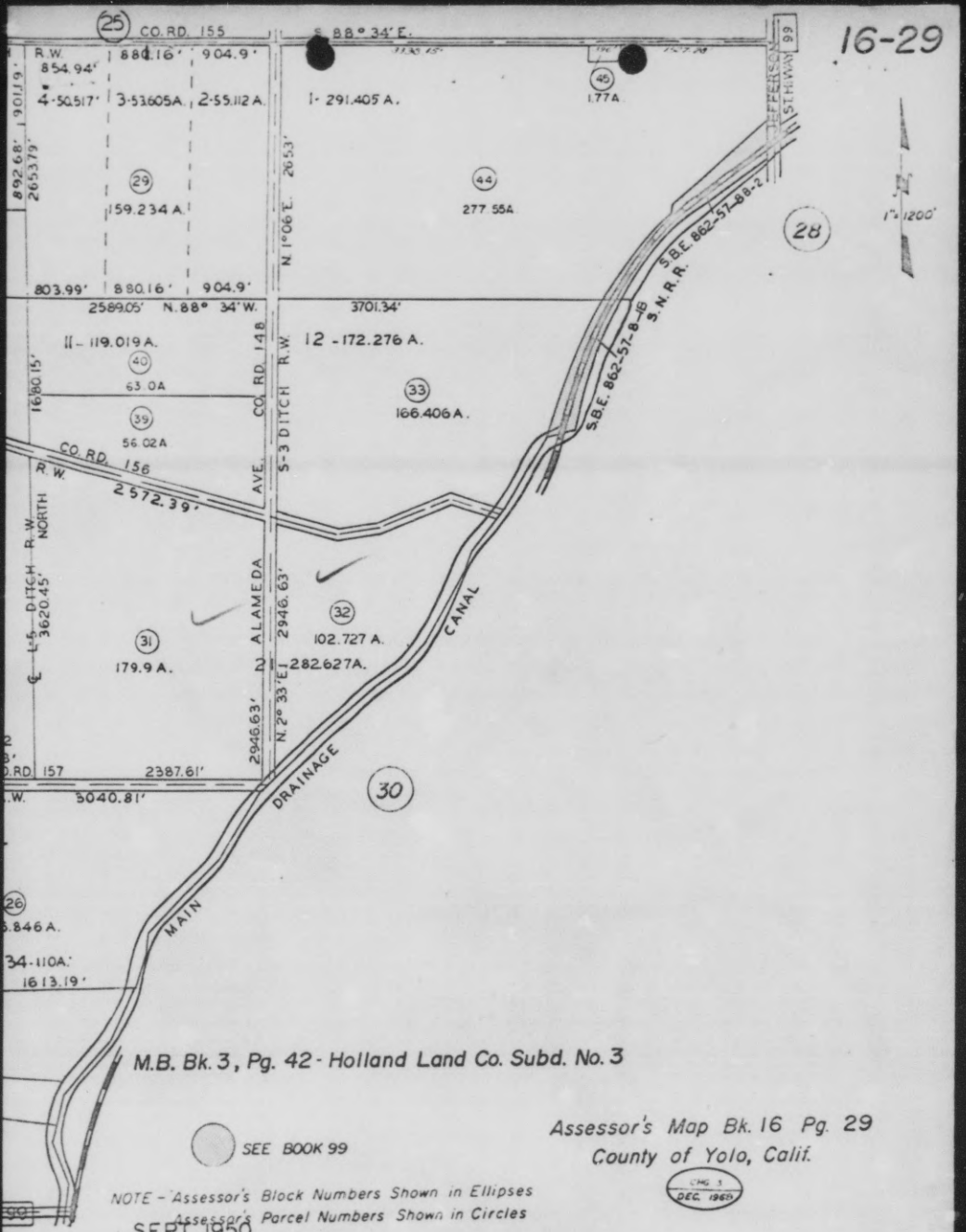
All that real property in the County of Yolo, State of California, described as follows:

Lot 21, Holland Land Company Subdivision No.3, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 42.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 16-290-32 and 16-290-31, Code Area 58-009.

NOTE: This guarantee is limited to the above described property.

Micro Fiched


16-29
25
CO. RD. 155
S 88° 34' E.
R.W.
854.94'
880.16'
904.9'
4-50.517'
3-53605A.
2-55.112A.
1-291.405 A.
45
1.77A
JEFFERSON ST. HWY 99
892.68'
901.19'
2653.79'
29
159.234 A.
44
277.55A
N. 1°06' E. 2653'
28
1"=1200'
803.99'
880.16'
904.9'
2589.05'
N. 88° 34' W.
3701.34'
S.B.E. 862-57-8-16
S.B.E. 862-57-88-2
S.N.R.R.
II - 119.019 A.
12 - 172.276 A.
40
63.0A
1680.15'
CO. RD. 148
R.W.
S-3 DITCH
33
166.406 A.
39
56.02A
CO. RD. 156
R.W.
2572.39'
AVE.
ALAMEDA
L-5 DITCH
R.W.
NORTH
3620.45'
2946.63'
32
102.727 A.
CANAL
31
179.9 A.
2
282.627A.
N. 2° 33' E.
2946.63'
RD 157
2387.61'
W.
5040.81'
DRAINAGE
30
MAIN
26
.846 A.
34-110A.
1613.19'
M.B. Bk. 3, Pg. 42 - Holland Land Co. Subd. No. 3
SEE BOOK 99
Assessor's Map Bk. 16 Pg. 29
County of Yolo, Calif.
CHG 3
DEC. 1965
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
SEPT 1960

1004

AGREEMENT NO. 72-76

(Endorsed) Filed FEB - 9 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Mary Lee Hamilton, Mrs. Meredith Hartzell, Ralph Pollock, Georgia Zdarsky Pollock, Judith Palmer, Marion Culhane, Carolyn Anderson
Rt 2, Box 430, Woodland, Calif. 95695
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

BETTY L. RANDOLPH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 1, 1975

Betty L. Randolph
6-25-71

OWNER(S)

Ralph Pollock
Mary Lee Hamilton
Marion Cellars
Carolyn Anderson
Judith Palmer
Georgia Starkey Pollock
Mrs. Meredith Hartzell
By Ralph W. Pollock her Attorney in fact

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 1971, by Marion Culhane.

Witness my hand and official seal.

My commission expires My Commission expires October 30, 1971.

Micro Fiched

Eleanor Schiller
Notary Public

STATE OF CALIFORNIA, }
County of Yolo } ss.

Micro Fiched

On this 6th day of July in the year one thousand nine hundred and 71 before me, Virginia M. Cameron a Notary Public, State of California, duly commissioned and sworn, personally appeared Ralph W. Pollock known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Mrs. Meredith Hartzell and acknowledged to me that he subscribed the name of Mrs. Meredith Hartzell thereto as principal, and h. is own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 24—Acknowledgment—Attorney in Fact.
(C. C. Sec. 1192)

(PRINTED 6/1/68) 8471-1200E

Dated this _____ day of _____, 19____.

STATE OF CALIFORNIA, }
County of Sacramento } ss.

Micro Fiched

On this 6th day of July in the year one thousand nine hundred and seventy one before me, John C. French a Notary Public, State of California, duly commissioned and sworn, personally appeared Georgia Zdarsky Pollock known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

JOHN C. FRENCH
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires April 27, 1974

John C. French
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 36—(Acknowledgment—General)
(C. C. Sec. 1189) (Printed 6-1-68) 8471-1200F

State of California
County of Yolo

On this 25th day of June in the year one thousand nine hundred and 71 before me, Betty L. Randolph a Notary Public, State of California duly commissioned and sworn, personally appeared Ralph Pollock known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Ralph Pollock and his own name as attorney in fact, thereto as principal--- IN WITNESS THEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO th day and year in this certificate first above written

Betty L. Randolph
Notary Public, State of California

BETTY L. RANDOLPH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 1, 1975

Micro Fiched

OFFICIAL SEAL
HARRY G. ADAM, JR.
NOTARY PUBLIC - CALIFORNIA
COUNTY OF CONTRA COSTA
My Commission Expires May 31, 1974

STATE OF CALIFORNIA,
County of Contra Costa } ss.

On this 3rd day of JULY in the year one thousand nine hundred and SEVENTY ONE before me, Harry G. Adam, JR. a Notary Public, State of California, duly commissioned and sworn, personally appeared Carolyn Anderson and Judith Palmer known to me to be the person's whose name's are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Contra Costa the day and year in this certificate first above written.

Harry G. Adam, Jr.
Notary Public, State of California. My Commission Expires

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

PRINTED 11/23/68 61-0322

Micro Fiched

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Solano } ss.

On June 25, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Lee Hamilton

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Joseph A. Lorentz

JOSEPH A. LORENTZ - Notary Public, Cal
COM. EXP. MAR. 24, 1975 - SOLANO CO.
221 Montezuma Street, Rio Vista, Ca 94571

Name (Typed or Printed)

OFFICIAL SEAL
JOSEPH A. LORENTZ
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SOLANO
My Commission Exp. Mar. 24, 1975
221 Montezuma Street, Rio Vista, Ca 94571

(This area for official notarial seal)

Micro Fiched

STAPLE HERE

POWER OF ATTORNEY

To Whom it May Concern.

I Meredith P. Hartzell, of my own volition, hereby give and convey to my Brother, Ralph W. Pollock, Full Power-of-Attorney, to act for me or my successors, in all matters necessary to carry on the business of our Partnership, known as the Murphy Ranch, to sign my name to legal papers and contracts, to pay all bills and debts, and collect all accounts recievable, and care for all moneys and credits; to borrow money if needed to carry on the business and to act for me or my successors in all matters pertaining to the Business.

As my Attorney-in-Fact, Ralph W. Pollock shall not sell or mortgage or place any lein on the real properties, and no such powers are conveyed for this purpose. Full Power-of-Attorney shall continue until I or my successors shall notify him in writing of withdrawal of such Power-of-Attorney.

Date: May 7 1971.

Signed: Meredith P. Hartzell
Meredith P. Hartzell

Wittnesses:

Micro Fiched

Notary & Seal:

Jane Fairchild
Jane Fairchild
Notary Public

OFFICIAL SEAL
JANE FAIRCHILD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MARIN COUNTY
My Commission Expires Dec. 16, 1974

GUARANTEE

68 25902

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64069-A Liability $125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Filmed

GUARANTEES

RALPH W. POLLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1971, at 5:00 p.m. , in the County of Yolo County, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By J. W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 83 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64069-A Effective Date: June 7, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

Title Vests: Mary Lee Hamilton, Mrs. Meredith Hartzell, Ralph Pollock, each an undivided 1/4 interest; and Georgia Zdarsky Pollock, A Life Estate, with remainder over to Judith Palmer, Marion Culhane and Carolyn Anderson, an undivided 1/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of Califonia, described as follows:

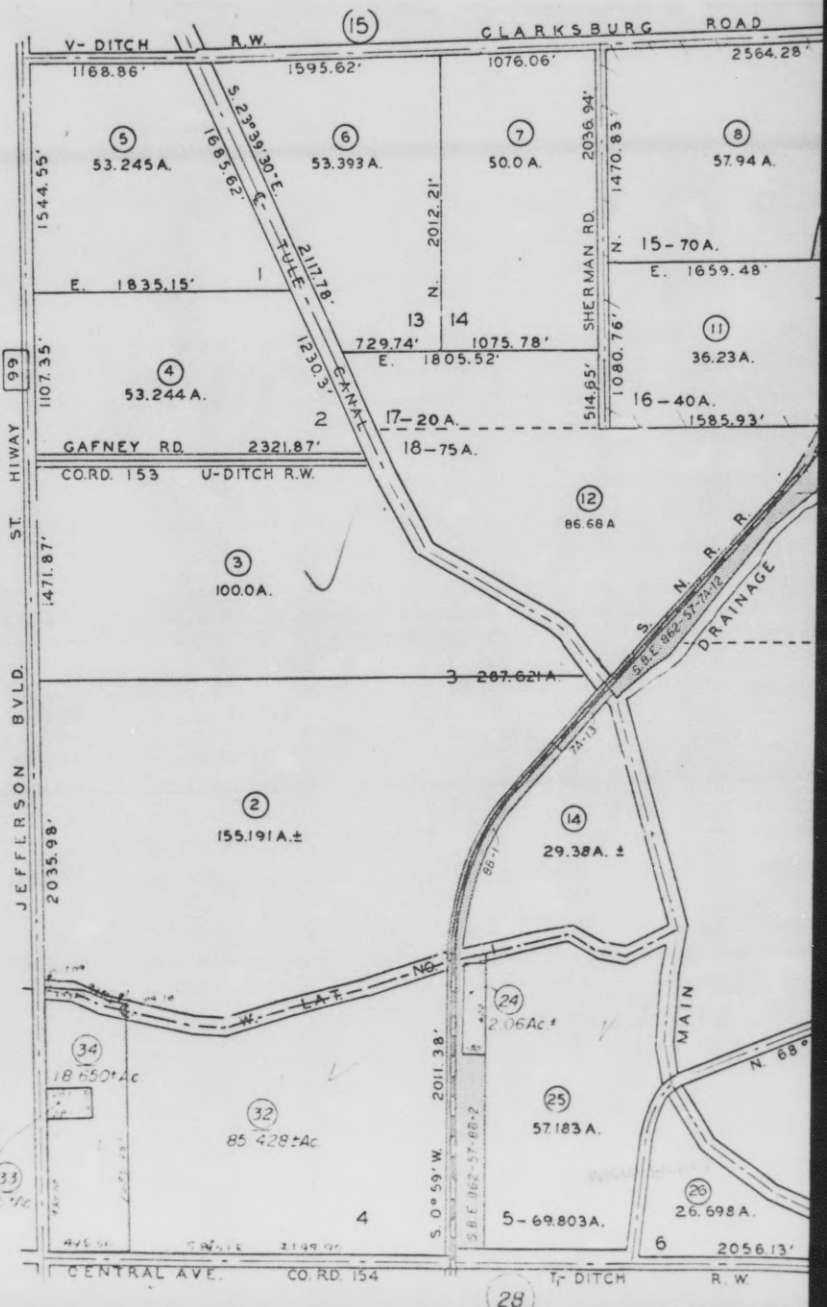
Micro Fiched

Beginning at the northwest corner of Lot No.3, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No.6, Yolo County, California, which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 44; thence along the north line of said Lot No3, South 89 deg. 31' East 2346.6 feet to the northeast corner thereof; thence along the northeasterly line of said lot with the following courses and distances: South 21 deg. 08' 20" East 129.86 feet; South 27 deg. 44' East 507.30 feet; South 50 deg. 29' East 81.70 feet; South 60 deg. 39' East 912.10 feet; South 50 deg. 34' East 116.50 feet; South 36 deg. 49' East 385.83 feet; thence leaving said northeasterly line of said Lot West 3803.53 feet to the westerly line thereof; thence along said westerly line North 0 deg. 12' West 1471.87 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 16-260-03, Code Area 58-002.

NOTE: This Guarantee is limited to the above described property.

16-26


(15)
CLARKSBURG ROAD
V-DITCH
R.W.
1168.86'
1595.62'
1076.06'
2564.28'
(5)
53.245A.
(6)
53.393A.
(7)
50.0A.
(8)
57.94A.
1544.55'
1685.62'
S. 23°39'30" E.
2117.78'
TUTE
2036.94'
1470.83'
N. 15-70A.
E. 1659.48'
E. 1835.15'
1
N. 2012.21'
13
14
729.74'
1075.78'
E. 1805.52'
SHERMAN RD.
1080.76'
(11)
36.23A.
(24)
99
ST. HIWAY
1107.35'
(4)
53.244A.
1230.3'
CANAL
2
17-20A.
514.65'
16-40A.
1585.93'
GAFNEY RD.
2321.87'
18-75A.
CO.RD. 153
U-DITCH R.W.
(12)
86.68A
S. N. R. R.
DRAINAGE
(3)
100.0A.
1471.87'
3 287.621A.
S.B.E. 862-57-7A-12
JEFFERSON BLVD.
2035.98'
(2)
155.191A.±
7A-13
(14)
29.38A. ±
88-1
W. LAT. NO.
(24)
2.06Ac ±
(34)
18.850±Ac
MAIN
N. 68°
(25)
(32)
85.428±Ac
(25)
57.183A.
(33)
1.39±Ac
2011.38'
S. 0°59' W.
S.B.E. 862-57-88-2
4
5-69.803A.
(26)
26.698A.
6
2056.13'
CENTRAL AVE.
CO. RD. 154
T- DITCH
R.W.
(28)

AGREEMENT NO. 72-77

Recorded Filed 2-9-72
LAWRENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

x Paul W. Tillis
Johnnie L. Tillis

P.O. Box 373, Clarksburg, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #83 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OFFICIAL SEAL
ELLEN C. SHRIVER
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Mar. 4, 1974

OWNER(S)

_____

_____

_____

_____

Micro Fiched

STATE OF CALIFORNIA, County of Yolo } ss.

On July 8th, 1971, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Yolo, personally appeared Johnnie R. Tillis & Paul W. Tillis

Known to me to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same. WITNESS my hand and official seal.

SIGNATURE OF NOTARY Ellen C. Shriver
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED

OFFICIAL SEAL
ELLEN C. SHRIVER
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Mar. 4, 1974

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

RO 9271-056

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.

Parcel #16-250-15-1

a California corporation, does hereby guarantee

Paul W. Tillis
P. O. Box 373
Clarksburg, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

PAUL W. TILLIS and JOHNNIE R. TILLIS, his wife, as Joint Tenants

Deed Recorded April 20, 1965

Document No. 5036

Micro Fiched

I.R.S. $ 41.80

Record Description: All that real property in the County of Yolo, State of California, described as follows: BEGINNING at a point on the North line of Lot 45 as said Lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4", filed for record in the office of the Yolo County Recorder on February 17, 1921 in Book 3 of Maps, page 43, said point of beginning being South 88° 48' East, 669.55 feet from the Northwest corner thereof; thence along the North line of said Lot 45 and continuing along the North line of Lot 44 of said Subdivision, South 88° 48' East, 619.99 feet to a point; thence leaving said North line, South 1° 06' West, 2640.85 feet to a point on the South line of said Lot 44; thence along the last said line and continuing along the South line of said Lot 45, North 88° 37' West, 620.02 feet; thence leaving said South line North 1° 06' East, 2638.87 feet to the point of beginning and being a portion of Lots 44 and 45 and containing 37.575 acres more or less.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

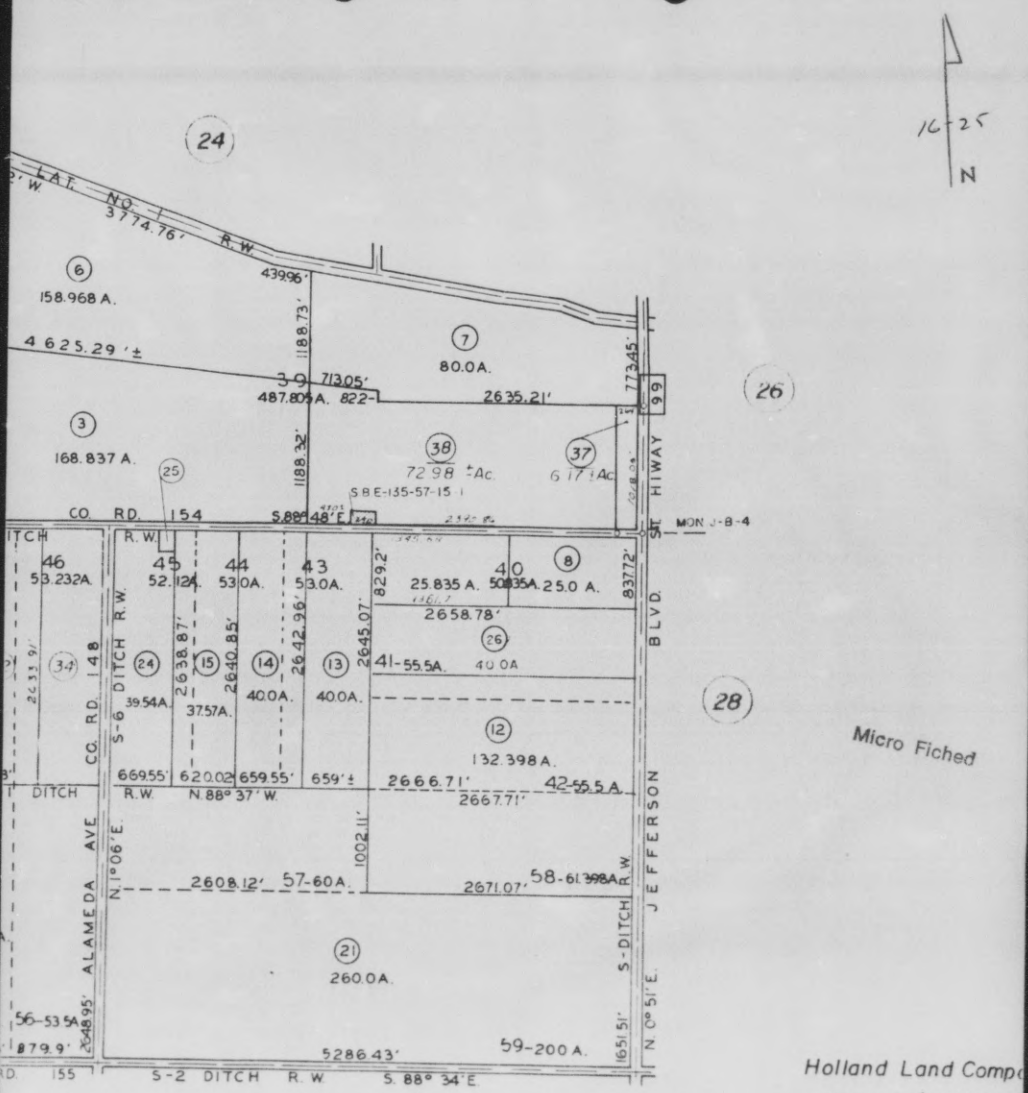
Dated as of June 8, 1971 @ 7:30 A.M.

Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

Addition to Reserve No. 83 Exhibit "A"



Micro Fiched

Holland Land Compa

Assessor's Map B

County of Yol

SEE BOOK 99

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

SEPT 1950

AGREEMENT NO. 72-78

(Recorded) Filed 2-9-72
LAWRENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between DARSIE, HUTCHINSON & PETTIGREW, INC., a California corporation c/o Downey, Brand, Seymour & Rohwer 1007 Seventh St., Sacramento, Calif. 95814 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #73 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

DARSIE, HUTCHINSON & PETTIGREW, INC.

By _____
(James S. Moser, President)

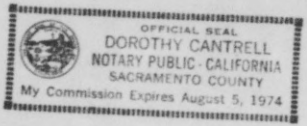
_____
(W. R. Darsie, Treasurer)

_____
(Mrs. Donald B. Hutchinson)
Secretary

STATE OF CALIFORNIA)
) ss
County of Sacramento)

Micro Fiched

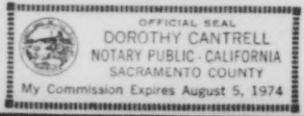
On this 8th day of July, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared Mrs. DONALD B. HUTCHINSON known to me to be the Secretary of DARSIE, HUTCHINSON & PETTIGREW, INC., a corporation, the corporation that executed the foregoing instrument, and also known to me to be the person who executed said instrument on behalf of said corporation and she acknowledged to me that such corporation executed the same.



Dorothy Cantrell
Notary Public DOROTHY CANTRELL

STATE OF CALIFORNIA)
) ss
County of Sacramento)

On this 28 day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared JAMES S. MOSER and W. R. DARSIE, known to me to be the President and Treasurer, respectively, of DARSIE, HUTCHINSON & PETTIGREW, INC., a corporation, the corporation that executed the foregoing instrument, and also known to me to be the persons who executed said instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same.



Dorothy Cantrell
Notary Public DOROTHY CANTRELL

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25869

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64001 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DOWNEY, BRAND, SEYMOUR AND ROHWER
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 1st, 1971, at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 73 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64001 Effective Date: June 1, 1971 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

DARSIE, HUTCHINSON and PETTIGREW, INCORPORATED, a corporation.

The following described property vests in: DARSIE, HUTCHINSON andPETTIGREW, INCORPORATED, a corporation.

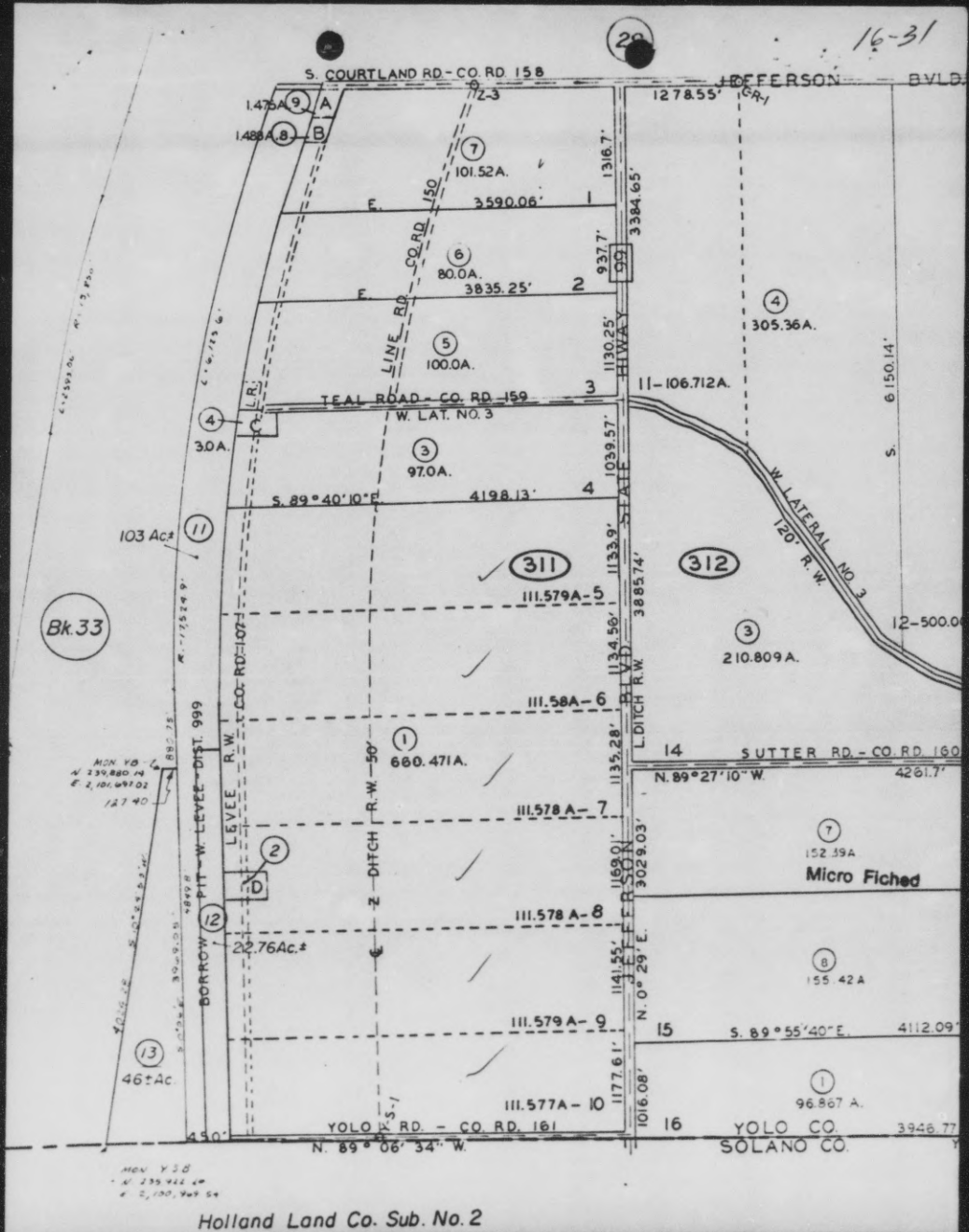
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lots 5, 6,7,8,9 and 10, as said lots are designated and so delineated on that certain map entitled "Holland Land Company Subdivision No.2, Yolo County, California", filed for record in the office of the Recorder of Yolo County, on February 17, 1921, in Volume 3 of Maps, at page 41.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 16-311-01, for the tax year 1970-71.

Micro Fiched


16-31
S. COURTLAND RD. - CO. RD. 158
JEFFERSON BLVD.
1278.55'
GR-1
Z-3
1.475A
A
1.488A
B
101.52A.
3590.06'
1316.7'
3384.65'
80.0A.
3835.25'
937.7'
99
HIWAY
305.36A.
100.0A.
1130.25'
11-106.712A.
TEAL ROAD - CO. RD. 159
W. LAT. NO. 3
30.0A.
97.0A.
1039.57'
S. 89° 40' 10" E.
4198.13'
S. 6150.14'
W. LATERAL NO. 3
120' R.W.
103 Ac±
311
312
111.579A-5
1133.9'
1134.56'
3885.74'
Bk. 33
210.809A.
12-500.0
111.58A-6
660.471A.
1135.28'
14 SUTTER RD. - CO. RD. 160
N. 89° 27' 10" W.
4261.7'
111.578A-7
1169.01'
3029.03'
152.39A
Micro Fiched
22.76Ac.±
111.578A-8
1141.55'
N. 0° 29' E.
155.42A
111.579A-9
15
S. 89° 55' 40" E.
4112.09'
46±Ac.
1177.61'
1016.08'
96.867 A.
111.577A-10
YOLO W.S.-1
YOLO CO. RD. 161
16 YOLO CO.
3946.77'
N. 89° 06' 34" W.
SOLANO CO.
LEVEE R.W.
CO. RD. 107
DITCH R.W. 50'
BORROW PIT - W. LEVEE DIST. 999
Z DITCH
JEFFERSON BLVD.
LINE RD. - CO. RD. 150
L.R.
L DITCH R.W.
STATE
Holland Land Co. Sub. No. 2

AGREEMENT NO. 72-79

Filed 2-9-72
LAWRENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between E. C. SHUMAKER, LAWRENCE E. SHUMAKER and JEAN L. WILLIAMS c/o L. E. Shumaker, 1145 Fifth Street, Denver, Colorado 80204

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #7 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
E. C. Shumaker

_____
Lawrence E. Shumaker

NOTARY ATTACHED

_____
Jean L. Williams

(Rev. 4-71)

Micro Fiched

No. 100A. NOTARY'S ACKNOWLEDGMENT. -- Bradford-Robinson Printing Company, 1324-46 Stout Street, Denver, Colorado

STATE OF COLORADO,
County of DENVER } ss.

The foregoing instrument was acknowledged before me this 1ST day of JULY

19 71, by* LAWRENCE E. SHUMAKER and JEAN L. WILLIAMS

WITNESS my hand and official seal.

My commission expires September 17, 1972

James G. Connor
James G. Connor Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—*Statutory Acknowledgment, Colorado Statutes Annotated.*—Ch. 40, Sec. 107.

TO 447 C
(Individual)

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF San Diego } ss.

On July 8, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared E. C. SHUMAKER known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Lillian M. Thomas

Lillian M. Thomas
Name (Typed or Printed)

OFFICIAL SEAL
LILLIAN M. THOMAS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
COUNTY OF SAN DIEGO
MY COMMISSION EXPIRES MAY 9, 1972

(This area for official notarial seal)

STAPLE HERE

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25577

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63847 Liability $ 140.00 Fee $40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ROGER SAINS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of May 12, 1971 at 5:00 p. m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE - 1967

Addition to Reserve No. 7 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63847 Effective Date: May 12, 1971 at 8:00 p. m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of E. C. SHUMAKER, E. LAWRENCE SHUMAKER and J. L. WILLIAMS

The following described property vests in:
E. C. Shumaker, an undivided 1/3rd. interest; Lawrence E. Shumaker, an undivided 1/3rd. interest; and Jean L. Williams a widow, an undivided 1/3rd. interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

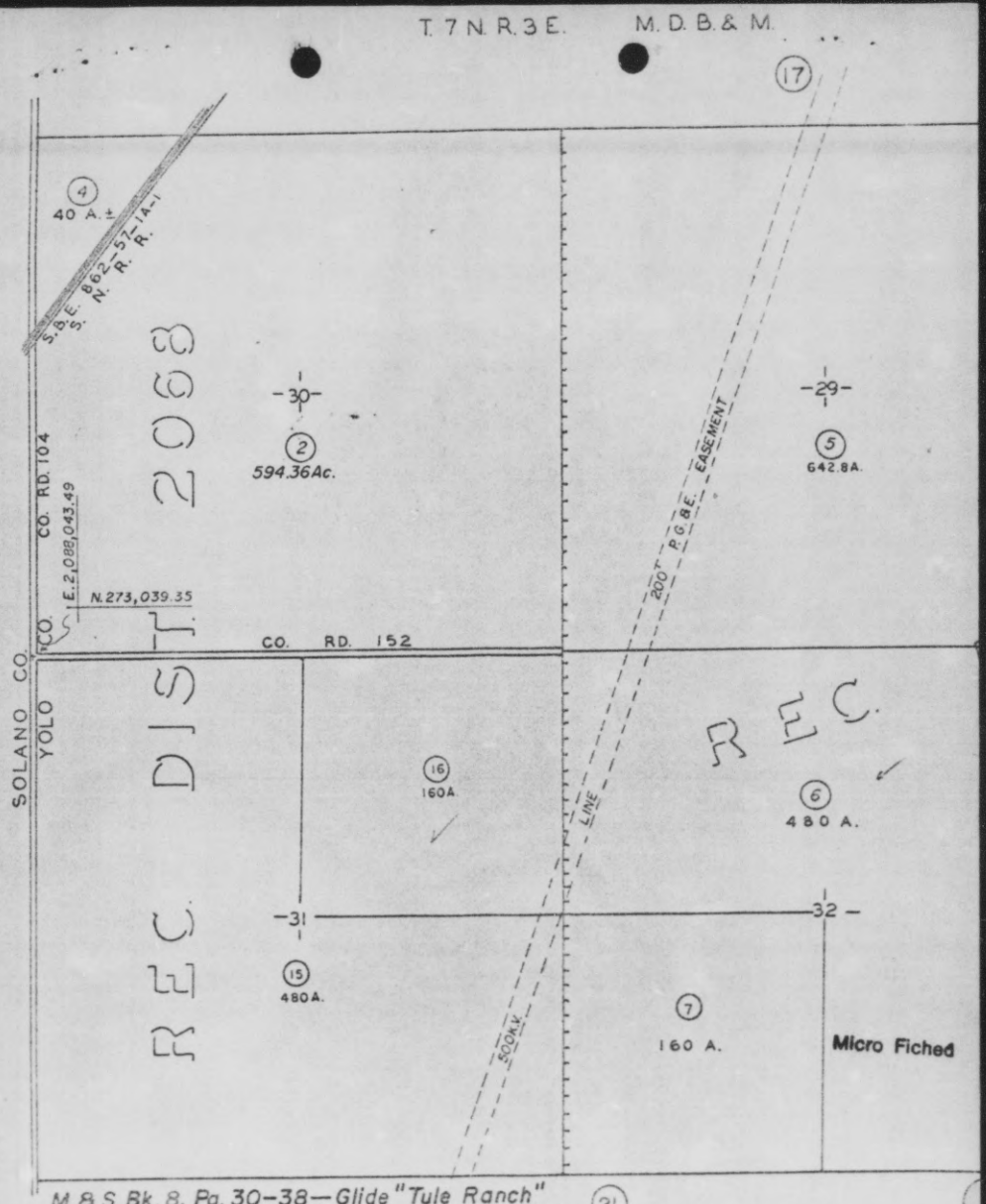
The Northwest Quarter and the South half of Section 31, Township 7 North, Range 3 East, M. D. B. & M.

EXCEPTING THEREFROM an undivided 1/2 interest in and to all oil, gas and minerals as reserved in the deed from Camatta Ranch Incorporated, to E. H. Uhl, dated February 7, 1955, recorded February 24, 1955, in Book 446 of Official Records, at page 308, Recorder's File No. 1592.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1970-71 Assessment Roll as Assessors Parcel No. 33-190-15, Code Area 61-006.

Micro Fiched


T. 7 N. R. 3 E. M. D. B. & M.
17
4
40 A. ±
S. P. R. R.
S. P. R. R.
S. 862-57-1A-1
-30-
2
594.36Ac.
-29-
5
642.8A.
200' P.G.&E. EASEMENT
CO. RD. 104
E. 2,088,043.49
N. 273,039.35
CO.
CO. RD. 152
SOLANO CO.
YOLO
REC. DIST. 2068
16
160A.
6
480 A.
-31-
-32-
15
480A.
7
160 A.
SOO A.K. LINE
Micro Fiched
M. & S. Bk. 8, Pg. 30-38—Glide "Tule Ranch"
21
NOT
FEB 1961

AGREEMENT NO. 72-80

(Endorsed) Filed 2-9-72
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between

LAUNCE E. GAMBLE
GEORGE F. GAMBLE
P.O. Box 2655
San Francisco, California 94126
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #8 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

George Gamble

Laurce E. Gamble

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

Micro Fiched

On this 15th day of June in the year one thousand nine hundred and seventy-one before me, Pauline Bishop, a Notary Public, State of California, duly commissioned and sworn, personally appeared Launce E. Gamble and George F. Gamble

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Pauline Bishop

Notary Public, State of California. My Commission Expires July 15, 1971

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

PRINTED 11/23/65 61-0322

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

68 25607

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63878 Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

LAUNCE E. GAMBLE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of May 24, 1971 at 8:00 a.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 8 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63078 Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

LAUNCE E. GAMBLE and GEORGE F. GAMBLE

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

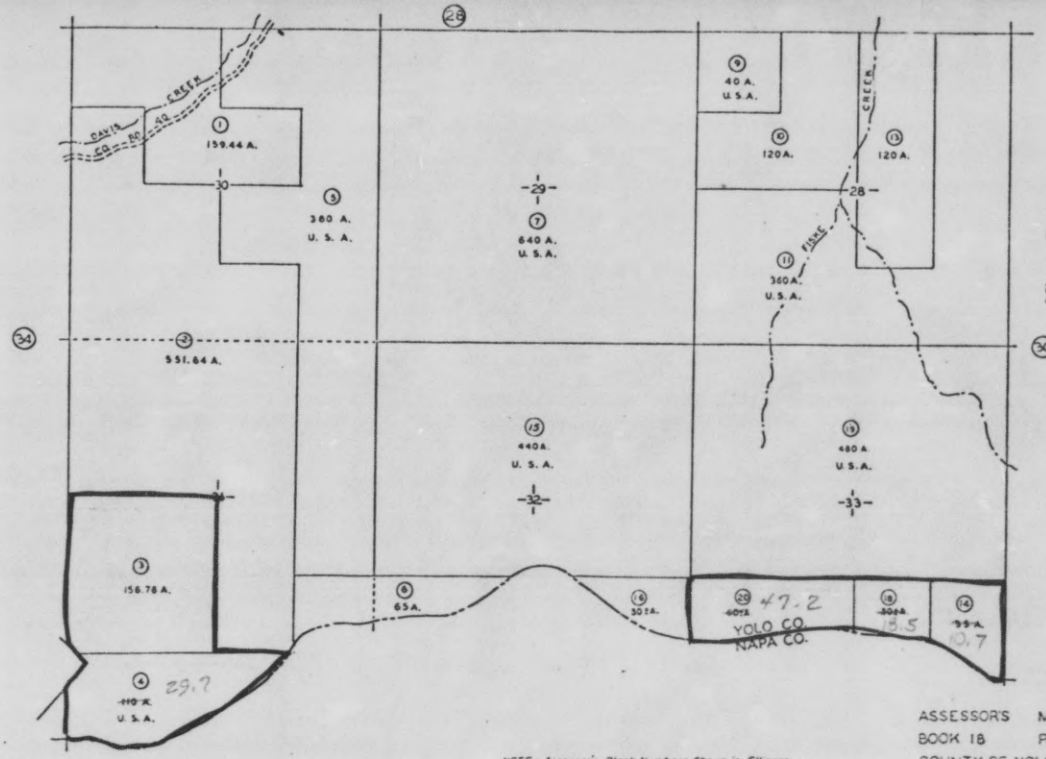
All of Section 6, Township 11 North, Range 4 East, M.D.B. & M., excepting LOts No. 38, 39, 40, 41 and 42; the Southwest 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 31; the South 1/4 of Section 32 and the South 1/4 of Section 33, All located in Township 12 North, Range 4 West, M.D.B. & M.

EXCEPTING THEREFROM all that portion lying within Napa County.

NOTE: This Porperty Search Guarantee is limited to the above described property which is Assessors' Parcel Nos. 18-310-03, 18-310-04, ~~18-310-06~~, VOID 18-310-14, ~~18-310-16~~ (OK), 18-310-18 and 18-310-20 for the tax year 1970-71.

Micro Fiched

CLTA GUARANTEE FORM NO. 13-1966



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

W.R.J. JUNE 1950

ASSESSORS MAP
BOOK 18 PAGE 31
COUNTY OF YOLO, CALIF

AGREEMENT NO. 72-81

Filed 2-9-72
LAWRENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972 by and between H POND RANCH, a partnership, consisting of ROBERT L. DORIAN, DAVID J. ELLIOT, JR., ALLEN P. FIELDS, DONALD K. HANSEN, H. HERBERT JACKSON, CYRUS A. JOHNSON, GERALD JOHNSON, JR., PETER J. RAFFETTO, JAMES RANEY, RONALD R. ROTT, RAY STONE, JR., and EVERETT UPHAM, c/o Cyrus A. Johnson, Suite 800 (mailing address) 455 Capitol Mall, Sacramento, California 95814, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to #88 by the County by Resolution No. 72-4, which was filed in the Office of the County Recorder of Yolo County on February 3, 1972 and recorded in Volume 1006 of Official Records at Page 363 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Filmed

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S) - H POND RANCH PARTNERSHIP

_____

_____

_____

_____

Ronald R Rott
Everett R Upham
Cyrus A Johnson
Robert L Dorian
Donald K Hansen
Joseph B Graham

STATE OF CALIFORNIA,)
) ss.
County of Yolo.)

Micro Fiched

On January 18, ~~1971~~ 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
Laurence P. Henigan, County Clerk
By Carla Garcia DEPUTY

STATE OF CALIFORNIA,)
) ss.
County of Sacramento.)

On this 3rd day of June, 1971, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ROBERT L. DORIAN, DAVID J. ELLIOT, JR., ALLEN P. FIELDS, DONALD K. HANSEN, H. HERBERT JACKSON, CYRUS A. JOHNSON, GERALD JOHNSON, JR., PETER J. RAFFETTO, JAMES RANEY, RONALD R. ROTT, RAY STONE, JR., and EVERETT UPHAM, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 3rd day of June, 1971.

CLAUDIA ANN PAPOFF
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My commission expires November 19, 1973

Claudia Ann Papoff
Claudia Ann Papoff
Notary Public, State of California

-3-

TO 1551 (7-68)

RO 9271-050

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
33-200-03 (Parcel No. 1)
33-200-16 (Parcel No. 2)

a California corporation, does hereby guarantee

Diepenbrock, Wulff, Plant & Hannegan
455 Capitol Mall
Sacramento, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

H POND RANCH, a partnership

Deed Recorded June 16, 1971

Document No. 7310 in Book 980 of Official Records page 607

I.R.S. $ None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See Exhibit A attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 16, 1971 @ 10:43 AM

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: Richard W Hewlett
SECRETARY

Addition to Reserve No 88

DESCRIPTION

9271-050

PARCEL NO. 1:

The North one-half and the North one-half of the South one-half of Section 27, Township 7 North, Range 3 East, M.D.B. & M.

EXCEPTING THEREFROM: (A) an undivided 3/12 interest in all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character as reserved in the deed recorded April 1, 1954 in Book 418 of Official Records, page 469 in favor of Joseph Henry Glide III, also known as Joseph Henry Glide, Jr.

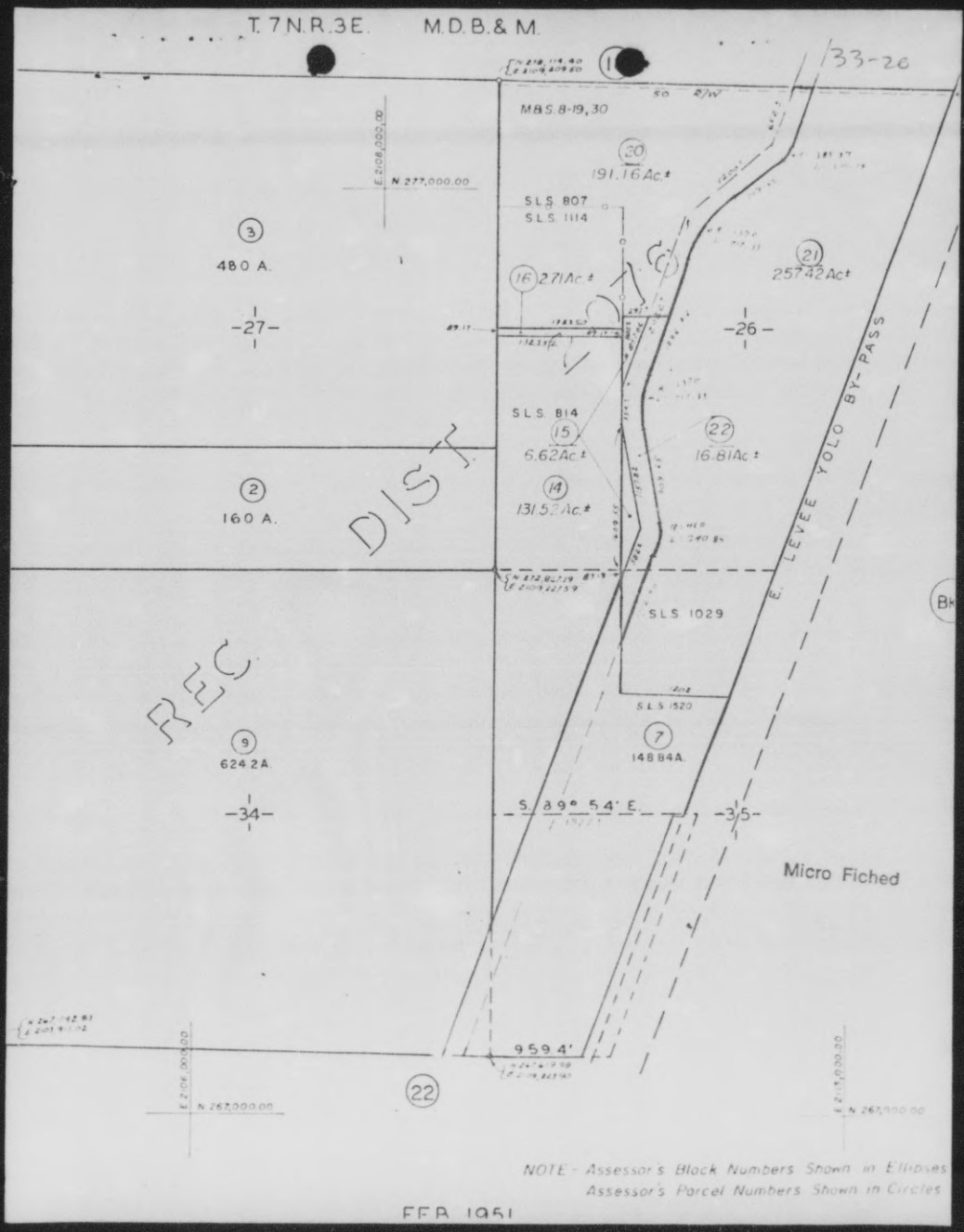
(B) an undivided 1/2 interest in all minerals, and any and all oil, gas and other hydrocarbon substances as conveyed to Joseph Henry Glide Jr. by the deed recorded March 15, 1957 in Book 508 of Official Recordspage 420.

PARCEL NO. 2:

All that portion of the Northwest quarter of the Southwest quarter of Section 26, Township 7 North, Range 3 East, M.D.B. & M., being also a portion of Swamp Land Survey No. 814 in Yolo County, California described as follows:

Beginning at the Northwest corner of said Swamp L and Durvey No. 814 as said Swamp Land Survey No. 814 is shown on that certain Record of Survey map filed September 19, 1957 in Book 8 of Maps and Surveys at page19, records of Yolo County, said jpoint of beginning being also the Northwest corner of the Southwest one-quarter of said Section 26; thence North 89° 46' 28" East along the North line of said Swamp Land Survey No. 814 for a distance of 1323.50 feet to the Northeast corner thereof; thence South 0° 12' 40" East along the East line of said Swamp Land Survey No. 814 for a distance of 89.17 feet to a point; thence South 89° 46' 28" West 1323.52 feet to a point on the West line of said Section 26; thence North 0° 11' 48" West along the West line of said Section 26 for a distance of 89.17 feet to the point of beginning.

Micro Fiched


T. 7N. R. 3E. M.D.B.& M.
33-20
M.B.S. 8-19, 30
30
191.16 Ac.±
S.L.S. 807
S.L.S. 1114
3
480 A.
16
2.71 Ac.±
21
257.42 Ac.±
-27-
-26-
S.L.S. 814
15
6.62 Ac.±
22
16.81 Ac.±
2
160 A.
14
131.53 Ac.±
DIST.
E. LEVEE YOLO BY-PASS
S.L.S. 1029
S.L.S. 1520
REC.
9
624.2 A.
7
148.84 A.
-34-
S 89° 54' E
-35-
Micro Fiched
959.4'
22
N 267,000.00
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
FEB 1951

AGREEMENT NO. 72-82

(Endorsed) Filed FEB 24 1972
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between Helen W. McCants

Dunnigan, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 76 by the County by Resolution No. 72-6, which was filed in the Office of the County Recorder of Yolo County on _____, 1972, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Helen W. McCants

HELEN W. MC CANTS

_____

_____

State of California

County of Yolo } ss.

Micro Fiched

On this 30th day of June A.D. 1971 before me,

Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

Helen W. McCants

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Russell Millsap
Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Form 11—ACKNOWLEDGMENT—General

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 25875

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 64010-A Liability $ 140.00 Fee $ 40.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

RUSSELL MILLSAP
Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1971, at 5:00 pm. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

In Addition to Preserve No. 76 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 64010-A Effective Date: June 2, 1971, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

The following described property vests in: Helen W. McCants

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

Lot 27 and Lot "E" of the Guinda Colony Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on July 18, 1892, in Book 1 of Maps, at page 47. EXCEPTING THEREFROM THE FOLLOWING:

(a) That portion of Lot "E", being a lot 50 x 150 feet in the southeast corner thereof conveyed by Wm. H. Mills to Maria Wells by deed dated March 13, 1897, and recorded in Book 55 of Deeds, at page 153, and described as follows: Beginning at the Eastern corner of Lot No. "E", at the Northwestern line of Cleveland Street, and running thence Southwesterly along said line of Cleveland Street 150 feet; thence Northwesterly at right angles to said line 50 feet; thence Northeasterly and parallel with said line of Cleveland Street, 150 feet to the Northeastern line of said Lot No. "E", and thence Southeasterly along said line of Lot No. "E", 50 feet to the point of beginning.

(b) An undivided acre of land, square in shape, situated on Highway 16 and located in Lot 27, Guinda Colony Tract, at an elevated place locally known as the "Indian Mound", and being part of the John McCants Ranch, more fully described as follows: Beginning at the Southeast corner of the Northerly portion of Lot 27, Guinda Colony Tract, where County Road No. 50 crosses Lot 27 and unites with Highway No. 16 and thence continuing in a northerly direction a distance of 482 feet; thus fixing a point for the center line of said square acre of land facing on Highway No. 16.

(c) All that portion of the real property described in deeds dated (1) March 26, 1929, recorded April 12, 1929, in Book 6, at page 14; and (2) dated January 2, 1951, recorded January 12, 1951, in Book 333, at page 482, both of Official Records, of Yolo County, lying Northeasterly from a line described as follows:

Beginning at a point that bears North 30° 10' 03" West 2,179.39 feet from the intersection of the centerline of Forest Avenue with the westerly line of Railroad Avenue (so-called) in the Town of Guinda, said point is also Engineer's Station "B 1" 241+16.86 P. O. C. of the base line of the Department of Public

-continued-

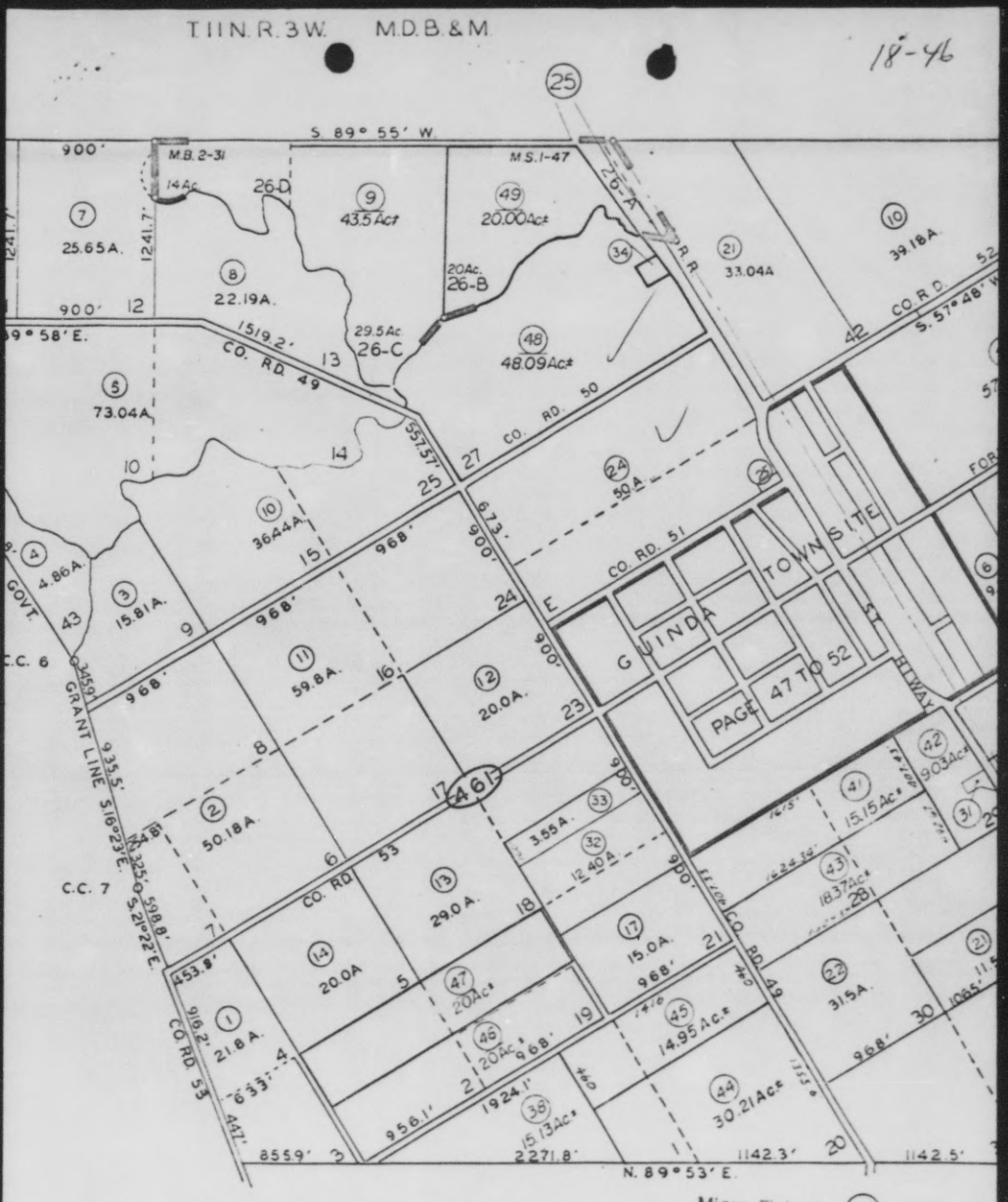
#64010-A

continued-

Works' Survey between 4.0 miles East of Rumsey and 5.2 miles West of Esparto, road III-Yol-50-B; Thence from said point of beginning South 57° 44' 10" West 50.02 feet to a point that is 50.00 feet Southwesterly, measured radially from Engineer's Station "B 1" 241+15.43; thence along a curve to the left concentric to said base line with a radius of 3,950 feet, through an angle of 4° 53' 26", an arc length of 337.16 feet (the chord of which bears North 36° 19' 15" West 337.06 feet); thence North 38° 45' 52" West 396.52 feet; thence along a curve to the right concentric to said base line with a radius of 2,650 feet, through an angle of 15° 09' 22", an arc length of 700.99 feet (the chord of which bears North 31° 11' 11" West 698.95 feet) to a point that is 50.00 feet Southwesterly, measured at right angles to said base line at Engineer's Station "B 1" 226+89.74 B.C.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. 18-461-24 and 18-461-48, for the tax year 1970-71.

Micro Fiched


T11N. R. 3W. M.D.B.&M.
18-46
25
S. 89° 55' W.
900'
M.B. 2-31
M.S. 1-47
14 Ac
26-D
9
43.5 Ac±
49
20.00 Ac±
26-A
R R
21
33.04 A
10
39.18 A
7
25.65 A.
1241.7'
8
22.19 A.
20 Ac.
26-B
34
900'
12
CO. RD.
42
S. 57° 48'
1519.2'
13
29.5 Ac
26-C
48
48.09 Ac±
S. 89° 58' E.
CO. RD. 49
5
73.04 A
CO. RD. 50
14
10
27
24
50 A
28
TOWN SITE
CO. RD. 51
673.'
900'
10
36.44 A
15
968'
4
4.86 A
GOVT.
43
3
15.81 A.
9
968'
11
59.8 A.
16
12
20.0 A.
24
23
L
GUINDA
C.C. 6
3459'
GRANT LINE
S 16° 23' E.
968'
8
17
46
900'
HIWAY
PAGE
47 TO 52
42
9.03 Ac±
41
15.15 Ac±
2
50.18 A.
33
3.55 A.
32
12.40 A.
43
18.37 Ac±
6
53
13
29.0 A.
18
17
15.0 A.
21
968'
CO. RD. 49
C.C. 7
CO. RD.
7
14
20.0 A.
5
47
20 Ac±
453.8'
916.2'
1
21.8 A.
CO. RD. 53
633.'
4
46
20 Ac±
968'
19
45
14.95 Ac±
23
31.5 A.
30
968'
2
956.1'
1924.1'
38
15.13 Ac±
44
30.21 Ac±
441'
855.9'
3
2271.8'
1142.3'
20
1142.5'
N. 89° 53' E.
Micro Fiched
54
.31 — Resurvey of Block 26 Guinda Colony
.47 — Block 26, Guinda Colony
NOTE - Assess
Assess
JULY 1950

AGREEMENT NO. 72- 83

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 17th day of January, 1972, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and GEORGE DAVID WILSON and EMMA A. WILSON, his wife, as community property, Box 95, Clarksburg, California, 95612, hereinafter referred to as SUCCESSOR,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY and GEORGE GORDON POLLOCK, JR. and JOHN P. POLLOCK entered into a Land Use Contract, Yolo County Agreement No. 71-211 which was recorded in the Office of the County Recorder of the County of Yolo in Book 968 of Official Records at Page 517.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-211.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

SUCCESSOR

GEORGE DAVID WILSON

ERMA A. WILSON

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On _____, 1972, before me, the undersigned County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

Micro Fiched

_____
LAURENCE P. HENIGEN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On this _____, 1972, before me the undersigned a Notary Public in and for the said county and state, personally appeared GEORGE DAVID WILSON and ERMA A. WILSON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of January, 1972.

_____
NOTARY PUBLIC

64909

DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 245112 HG

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

A portion of Lot No. 3, "Holland Land Co. Subdividion No. 6, Yolo County, California," according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44, said portion of said Lot NO. 3, being more particularly described as follows:

Micro Fiched

BEGINNING at the southwest corner of said Lot No. 3, thence along the west line of said Lot No. 3, North 0° 22' West, 853.55 feet, thence North 0° 12' West, 1182.43 feet; thence leaving said West line East 3803.53 feet to the Northeasterly line of said Lot No. 3; thence along said Northeasterly line South 36° 49' East 181.27 feet; thence South 14° 18' East, 1607.80 feet to the Southeast corner of said Lot No. 3; thence along the southerly lineof said Lot No. 3 with the following courses and distances: South 75° 10' West, 488.20 feet; North 77° 25' West, 174.20 feet; North 59° 22' West 202.20 feet; South 80° 58' West 286.60 feet; South 76° 20' West, 639.10 feet; South 72° 14' West 491.40 feet; South 74° 53' West, 506.50 feet; South 72° 47' West 405.20 feet; North 86° 47' West 213.30 feet; North 77° 12' West 622.50 feet; North 65° 43' West, 189.80 feet; North 85° 01' West, 243.66 feet to the point of beginning, containing 187.621 acres.

EXCEPTING THEREFROM that portion conveyed by George G. Pollock and Irma Phleger Pollock, his wife, to Sacramento Northern Railway, a corporation, by deed dated August 6, 1928, recorded August 9, 1928, in Book 117 of Deeds, at page 434.

EXHIBIT "A"

RECORDED
Document
FILED
JAN 24 1972
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
JAN 19 1972
50 9 A
At Min. Past O'clock AM
YOLO COUNTY, CALIFORNIA
Recorder
NO. CH

AGREEMENT NO. 72-84

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 17th day of January, 1972, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and EDWARD LOONEY and VIRGINIA LOONEY, his wife, whose mailing address is Rt. 2, Box 272, Brentwood, California, 94513, hereinafter referred to as SUCCESSOR.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and Robert Wirth and Vesta E. Wirth, his wife, entered into a Land Use Agreement, Yolo County Agreement No. 71-289 which was recorded in the office of the County Recorder of the County of Yolo in Book 969 of Official Records at Page 647.

2. SUCCESSOR is the successor in interest of said Land Use Agreement designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Agreement so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Agreement No. 71-289.

2. All notices to be given to the OWNER under said Land Use Agreement shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail postage prepaid, to the address set forth above.

BOOK 1008 PAGE 55

SUCCESSOR:

Edward Looney

Virginia Looney

Rt. 2, Box 272

Brentwood, CA. 94513

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

Micro Fiched

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
Deputy

(SEAL)

SUCCESSOR:

EDWARD LOONEY

VIRGINIA LOONEY

BOOK 1603 PAGE 87

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On JANUARY 18, 1972, before me, the undersigned County Clerk of the County of Yolo, personally appeared J. DUDLEY STEVENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara Colgan Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 1972, before me the undersigned County Clerk of the County of Yolo, personally appeared _____

_____

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated: _____, 1972.

LAURENCE P. HENIGAN, COUNTY CLERK

BOOK 1004 PAGE 88

STATE OF CALIFORNIA)
)
COUNTY OF)

On this January 3, 1972, before me the undersigned, a Notary Public in and for the said county and state, personally appeared Edward Looney and Virginia Looney known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 3rd day of January, 1972.

Micro Fiched

DOROTHY C. GREENLEAF
NOTARY PUBLIC
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

Dorothy C. Greenleaf

NOTARY PUBLIC Dorotny C Greenleaf

My Commission Expires: May 8, 1974

BOOK 1004 PAGE 89

897

(Endorsed) Filed 2-24-72
LAURENCE P. HENIGAN, Clerk
By CARLA GARCIA ..... Deputy

AGREEMENT NO. 72-85

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17th day of January, 1972, by and between William Erdman, Jr. William Erdman Jr

Star Route, Knights Landing, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. 100 by the County by Resolution No. 72-7, which was filed in the Office of the County Recorder of Yolo County on _____, 1972, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William Erdman Jr.

Mildred Erdmann

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 18, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Carla Garcia
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this JUNE 10, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared WILLIAM ERDMAN, JR, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 10TH day of JUNE, 1971.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 29, 1972

Jan L. Krogness
LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this September 27, 19 71, before me the undersigned County Clerk of the County of Yolo, personally appeared Mildred Erdman, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of September, 19 71.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

GUARANTEE

68 25861

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63858-A Liabilit $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

William Erdman, Jr., and MILDRED ERDMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971, at 8:00 a.m., in the County of Yolo, State of California.

Countersigned
Vice President

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

New Preserve No. 100 Exhibit "A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63858-A Effective Date: May 24, 1971 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

WILLIAM ERDMAN, JR.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred: All that real property in the County of Yolo, State of California, described as follows:

All that portion of the following described parcel lying Northerly and Northeasterly of State Highway No. 88:
A tract of land lying in Sections 23, 24 and 25, Township 12 North, Range 1 East, M. D. B. & M., and in Section 30, Township 12 North, Range 2 East, M. D. B. & M., described as follows;
BEGINNING at a point where the boundary line between Reclamation District No. 108 and Reclamation District No. 787, is intersected by the Northeasterly boundary line of that certain strip of land conveyed by deed dated the 20th day of September, 1929, River Farms Company of California, to Southern Pacific Company, said deed being recorded in Volume 7 of Official Records, at page 453, Yolo County Records; thence in a Northwesterly direction along the said Northeasterly boundary of that said certain strip of land conveyed by River Farms Company of California to Southern Pacific Company through Section 30, Township 12 North, Range 2 East, M. D. B. & M., and Section 25, 24 and 23, Township 12 North, Range 1 East, M. D. B. & M., to a point 35 feet at right angles Northeasterly to said center line of Railroad opposite said Southern Pacific Company's Survey Station "G" 465+08.66 point on tangent said point also being 30 feet at right angles Northeasterly from the centerline of the spur track of Tyndall Mound; thence North 30 deg. 35' West, parallel with and 30 feet at right angles Northeasterly from said center line of spur track, a distance of 58.2 feet to a point; thence on a curve to the right having a radius of 573.29 feet, tangent to last described course concentric with and 30 feet Easterly from said center line of spur track, a distance of 820.74 feet to a point; thence North 51 deg. 28' East, parallel with and 30 feet at right angles Southeasterly from the center line of spur track, a distance of 243.7 feet to the line between Sections 13 and 24, Township 12 North, Range 1 East, M. D. B. & M., thence Easterly along said line between Sections 13 and 24 to the right or Westerly bank of the Sacramento River; thence downstream along and with said right or Westerly bank of the Sacramento River, through Sections 24 and 25, Township 12 North, Range 1 East, M. D. B. & M., and Section 30, Township 12 North, Range 2 East, M. D. B. & M., to the aforesaid line between Reclamation District No. 108 and Reclamation District No. 787; thence Southwesterly along the last mentioned line to the point of beginning.

-continued-

#63858-A

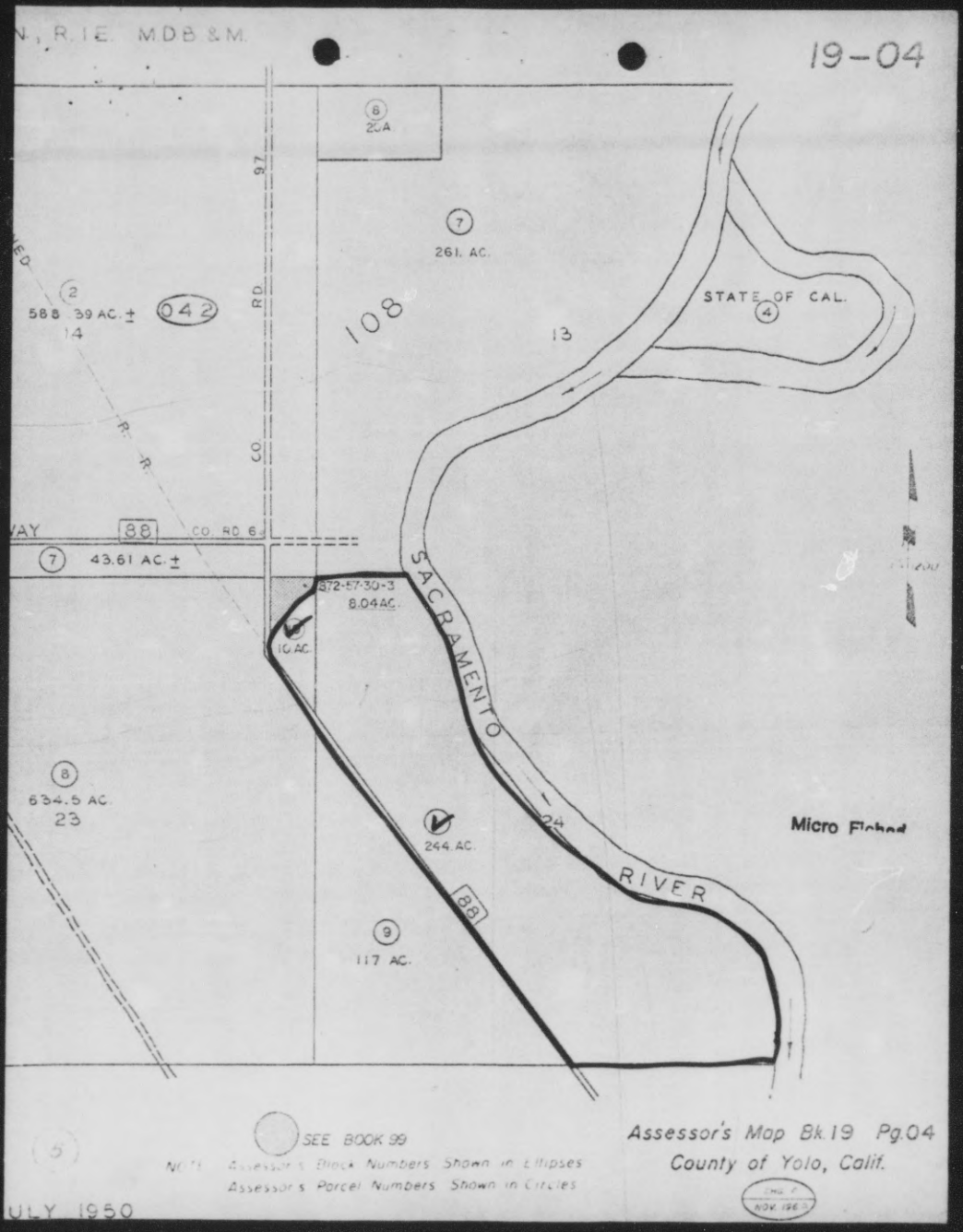
-continued-

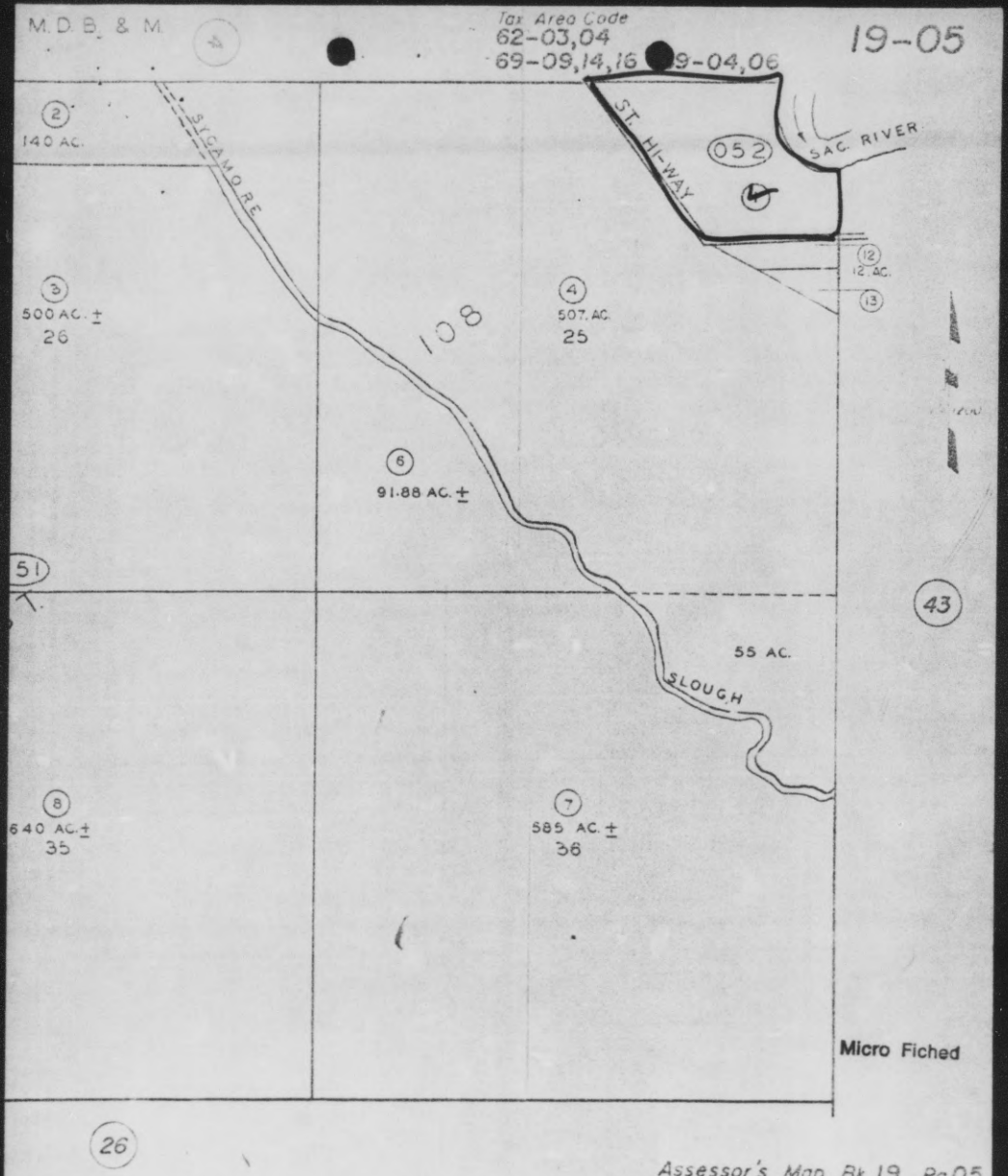
SAVING AND EXCEPTING 10 acres of land, conveyed by W. P. Dwyer to Reclamation District No. 108, by deed dated April 19, 1913, and recorded April 24, 1913, in Book 81 of Deeds, at page 566.

ALSO excepting therefrom that certain 1.444 acre tract of land adjoining the above excepted land more particularly described in deed from William Erdman, Jr., et ux., to Reclamation District No. 108, dated February 26, 1952, and recorded August 25, 1952, in Book 372 of Official Records, at page 139.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel Nos. 019-042-09, 019-042-10, 019-052-01, 019-432-05, and 019-432-06 for the tax year 1970-71.

Micro Fiched


N., R.1E. MDB&M.
19-04
8
20A
7
261. AC.
97
RD.
2
588.39 AC. ±
042
14
108
13
STATE OF CAL.
4
R.R.
CO.
88
CO. RD. 6
7
43.61 AC. ±
072-57-30-3
8.04 AC.
10 AC.
SACRAMENTO
RIVER
24
8
634.5 AC.
23
244 AC.
88
9
117 AC.
Micro Fiched
SEE BOOK 99
NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map Bk.19 Pg.04
County of Yolo, Calif.
CHG. C NOV. 1961
ULY 1950


M.D.B. & M.
Tax Area Code
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69-09,14,16
9-04,06
19-05
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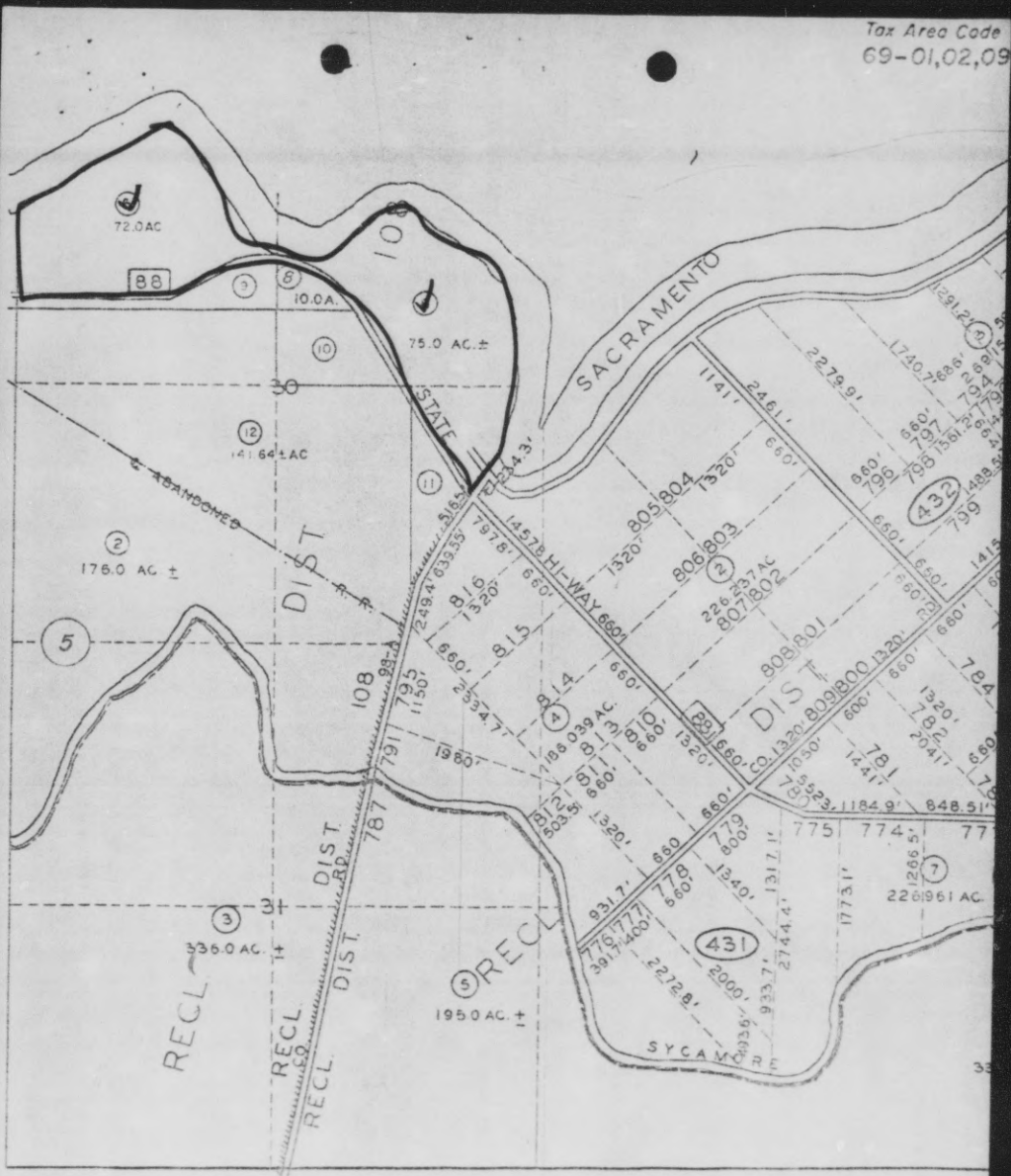
SYCAMORE
ST. HI-WAY
052
SAC. RIVER
12
12 AC.
13
3
500 AC. ±
26
4
507. AC.
25
108
6
91.88 AC. ±
51
43
55 AC.
SLOUGH
8
640 AC. ±
35
7
585 AC. ±
36
Micro Fiched
26
Assessor's Map Bk. 19 Pg. 05
County of Yolo, Calif.
NOTE Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
1/23/64
LY 1950

Tax Area Code
69-01,02,09



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GUARANTEE

68 25862

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63858-B Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

WILLIAM ERDMAN, JR., and MILDRED ERDMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

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LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 24, 1971, at 8:00 a.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE-1967

New Preserve No. 100

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63858-B Effective Date: May 24, 1971, at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1970, with respect to the name(s) of

WILLIAM ERDMAN, JR.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

All that portion of the following described parcel lying Southerly and Southwesterly of State Highway No. 88:

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A tract of land lying in Sections 23, 24 and 25, Township 12 North, Range 1 East, M. D. B. & M., and in Section 30, Township 12 North, Range 2 East, M. D. B. & M., described as follows:

BEGINNING at a point where the boundary line between Reclamation District No. 108 and Reclamation District No. 787, is intersected by the Northeasterly boundary line of that certain strip of land conveyed by deed dated the 20th day of September, 1929, River Farms Company of California, to Southern Pacific Company, said deed being recorded in Volume 7 of Official Records, at page 453, Yolo County Records; thence in a Northwesterly direction along the said Northeasterly boundary of that said certain strip of land conveyed by River Farms Company of California to Southern Pacific Company through Section 30, Township 12 North, Range 2 East, M. D. B. & M., and Section 25, 24 and 23, Township 12 North, Range 1 East, M. D. B. & M., to a point 35 feet at right angles Northeasterly to said center line of Railroad opposite said Southern Pacific Company's Survey Station "G" 465+08.66 point on tangent said point also being 30 feet at right angles Northeasterly from the centerline of the spur track of Tyndall Mound; thence North 30 deg. 35' West, parallel with and 30 feet at right angles Northeasterly from said center line of spur track, a distance of 58.2 feet to a point; thence on a curve to the right having a radius of 573.29 feet, tangent to last described course concentric with and 30 feet Easterly from said center line of spur track, a distance of 820.74 feet to a point; thence North 51 deg. 28' East, parallel with and 30 feet at right angles Southeasterly from the center line of spur track, a distance of 243.7 feet to the line between Sections 13 and 24, Township 12 North, Range 1 East, M. D. B. & M., thence Easterly along said line between Sections 13 and 24 to the right or Westerly bank of the Sacramento River; thence downstream along and with said right or Westerly bank of the Sacramento River, through Sections 24 and 25, Township 12 North, Range 1 East, M. D. B. & M., and Section 30,

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Township 12 North, Range 2 East, M. D. B. & M., to the aforesaid line between reclamation District No. 108 and Reclamation District No. 787; thence Southwesterly along the last mentioned line to the point of beginning.

SAVING AND EXCEPTING 10 acres of land, conveyed by W. P. Dwyer to Reclamation District No. 108, by deed dated April 19, 1913, and recorded April 24, 1913, in Book 81 of Deeds, at page 566.

ALSO excepting therefrom that certain 1.444 acre tract of land adjoining the above excepted land more particularly described in deed from William Erdman, Jr., et ux., to Reclamation District No. 108, dated February 26, 1952, and recorded August 25, 1952, in Book 372 of Official Records, at page 139.

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel Nos. 019-051-12, 019-051-13, 019-431-09, 019-431-10, 019-431-11, and 019-431-12, for the tax year 1970-71.

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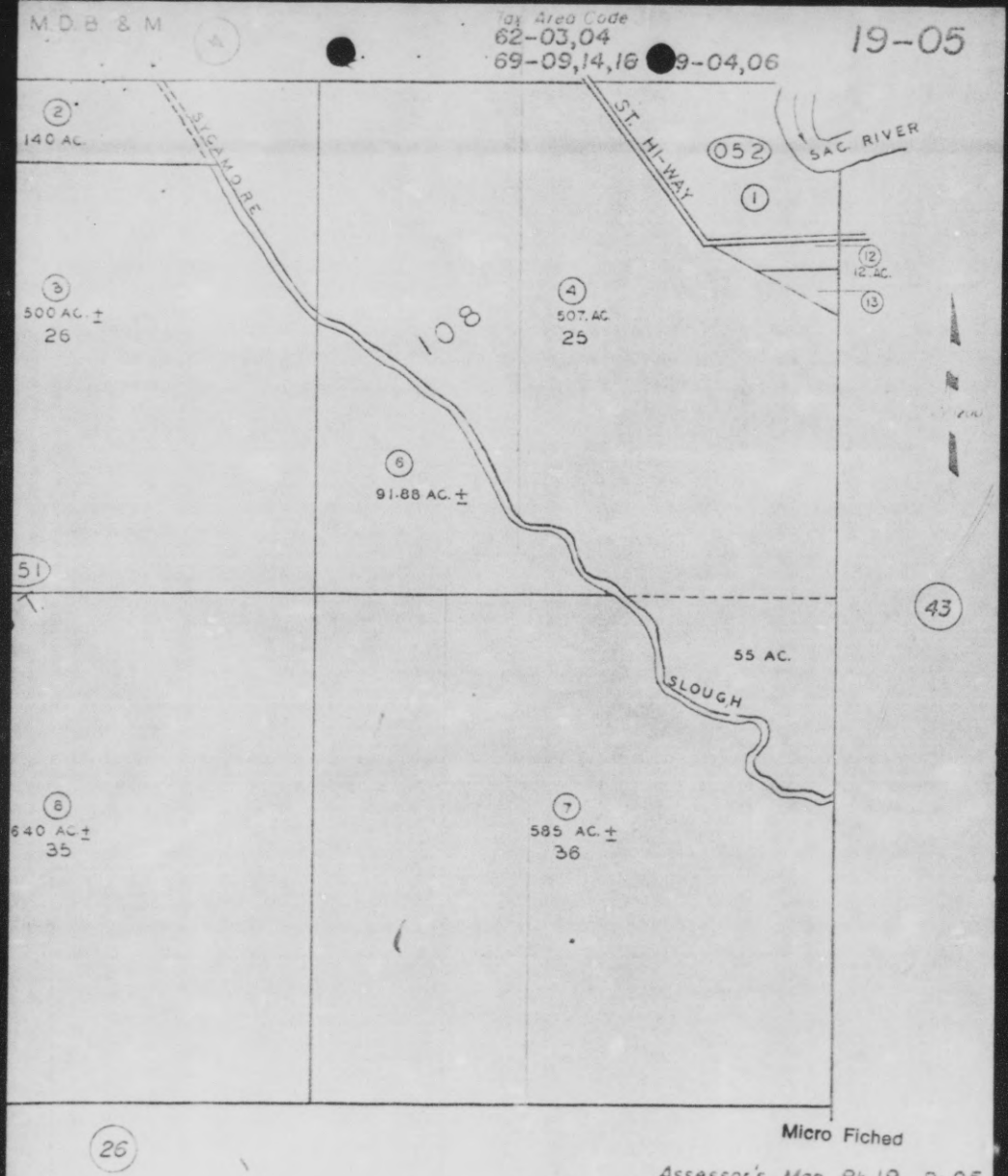
M.D.B. & M.
Tax Area Code
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County of Yolo, Calif.
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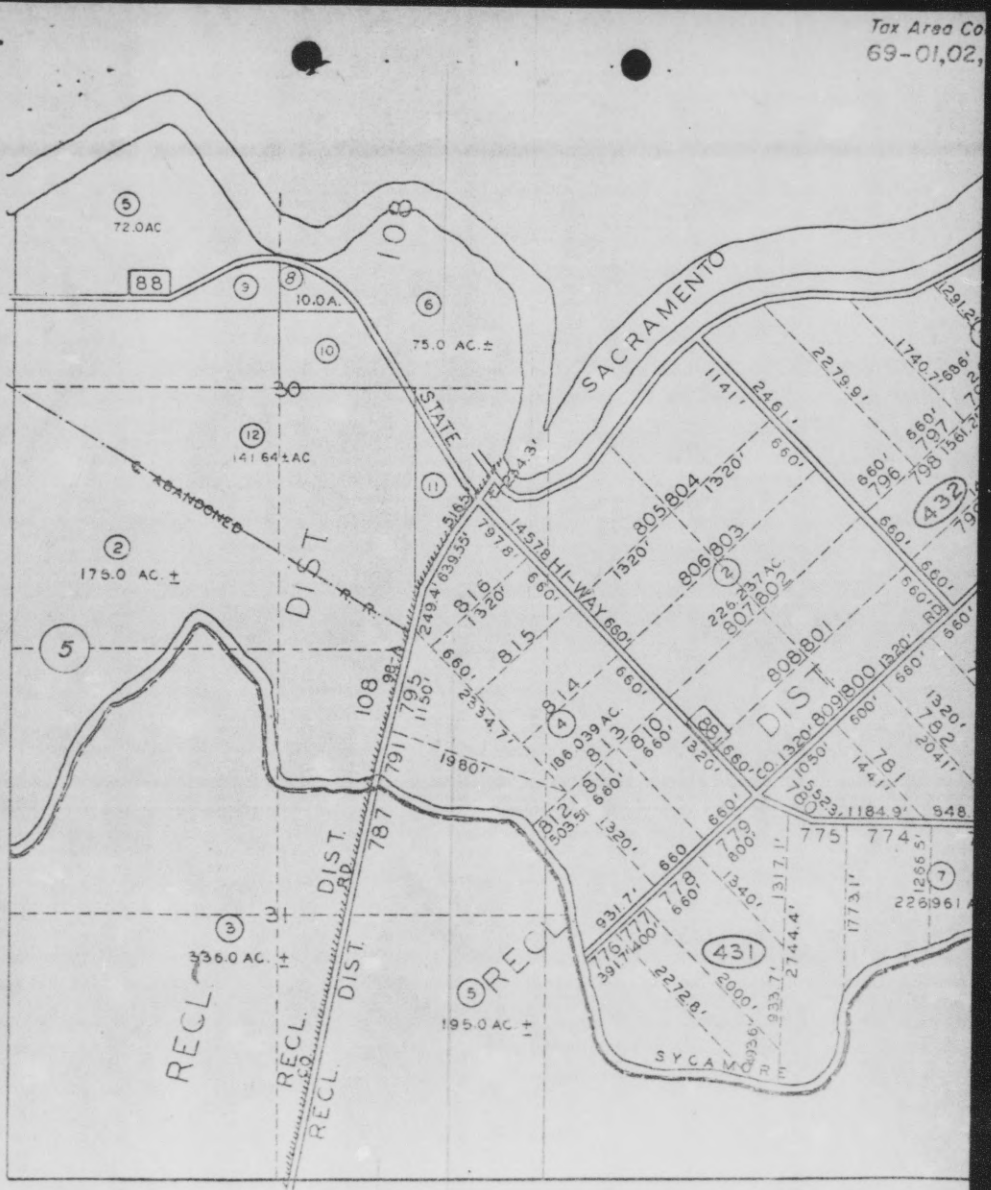
Assessor's Parcel Numbers Shown in Circles
LY 1950
1/23/64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SYCAMORE
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